

**IOWA COUNTY ROADS
HAUL ROAD DAMAGES AGREEMENT**

THIS AGREEMENT (the “**Agreement**”), made this _____, 2019, by and between MidAmerican Energy Company, an Iowa corporation (“**MEC**”) and Iowa County, Iowa (“**County**”). MEC and the County are, individually, a “Party” to this Agreement, and collectively, “the Parties” to this Agreement.

WITNESSED THAT:

WHEREAS, MEC desires to construct and operate an approximately 250 megawatt wind electric generation project, comprised of approximately 78 wind turbines, known as the Diamond Trail wind project, which will be located in Iowa County, Iowa (“**the Project**”);

WHEREAS, MEC desires to temporarily use certain roadways on the County road system, as identified pursuant to Section 2 of this Agreement, to haul materials and equipment related to the construction and installation of the Project (“**Haul Routes**”);

WHEREAS, the hauling of materials and equipment related to the construction and installation of the Project (“**Hauling Operations**”) may generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to pavement and drainage structures;

WHEREAS, MEC intends to restore or repair such damages promptly upon completion of the Hauling Operations such that the roadway surface, pavement, and/or drainage structures damaged by the hauling operations are returned practically to their pre-hauling condition(s); and

WHEREAS, the County has asserted that it is in the public’s interest to have the cost of repairing such damages, if any occur and to the extent the same are not restored or repaired by MEC as contemplated herein, reimbursed to the County upon completion of the Hauling Operations and has requested that MEC agree to follow certain terms in connection with said Hauling Operations, including reimbursement of certain costs as described below.

THEREFORE BE IT RESOLVED THAT the Parties to this Agreement do hereby agree as follows:

MEC AGREES THAT:

1. MEC shall conduct a survey, including photographs or video, to document the conditions of the Haul Routes, and determine the rated loads of all the bridges along the Haul Routes and abide by those load ratings, prior to commencing Hauling Operations. Bridge load ratings shall be performed by Calhoun-Burns of Des Moines and the cost of such work shall be the responsibility of MEC. MEC will contact the County Engineer’s Office not

less than seven (7) business days prior to commencing said Hauling Operations, so that the County may have adequate time to provide notices to the public. MEC also agrees to make its best efforts under the circumstances to provide the County Engineer with advance notice of substantial changes in MEC's planned Hauling Operations.

2. Not less than ten (10) business days prior to MEC's commencement of Hauling Operations, MEC will identify in writing to the County those Haul Routes that are expected to be used for Hauling Operations during the construction and installation of the Project, and such Haul Routes, once identified, shall automatically become incorporated into this Agreement as "Exhibit A." The County and MEC agree that, from time to time, MEC may need to use additional County roads for Hauling Operations, and those roads will also be covered by this agreement. In such event, MEC shall provide the County with an updated version of "Exhibit A" reflecting such additional County roads and MEC shall be responsible for complying with the requirements in this Agreement related to the use of those additional County roads. To the extent MEC utilizes additional routes not identified in Exhibit A for Hauling Operations, the County has the right to request additional Haul Routes be added to Exhibit A and MEC shall either cease Hauling Operations on those additional Haul Routes identified or include those on a revised Exhibit A. Any improvements and temporary modifications to Haul Routes and the County right of way reasonably determined by MEC to be necessary to accommodate MEC's Hauling Operations (such as addition of gravel, widening of existing roads, construction of new entrances, modifications to turning radii, the strengthening, lengthening and/or spanning of existing culverts and bridges, temporary crane crossings, changes to the grade of the roads and other modifications reasonably necessary to accommodate the development, construction, and operation of the Project) shall be performed by MEC, at its sole expense, in a good and workmanlike manner. The County acknowledges and agrees that any such improvements deemed necessary by MEC shall not be subject to or otherwise required to comply with any specifications, standards, or procedures set out by the County. MEC acknowledges and agrees that all Level B roads shall remain Level B roads unless reclassified by the County and that the County will not be responsible for long term maintenance such as rock placement and snow removal.
3. MEC shall obtain a permit for every temporary or permanent entrances to the Project prior to their installation, and construct, at its sole expense, such entrances in accordance with the design requirements set forth in the Iowa County Access Policy for Subdivision, Driveway and Field Entrances approved June 30, 2017 (the "**Driveway Policy**"), upon the County's issuance of the County's customary form Entrance and Driveway Permit, which the County shall issue without unreasonable conditions or delay. The County will in good faith work with MEC to establish reasonable design standards for temporary improvements, to the extent not covered in the Driveway Policy. Notwithstanding anything contained in the Driveway Policy to the contrary, MEC is hereby authorized to construct entrances at MEC's expense, subject to the County's approval of the size and location of such entrances, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given upon the issuance of a permit by the County for any such entrance(s). With respect to any turbine access road driveways on gravel roads, the

County may waive the minimum separation distances if approved by the County Engineer. Turbine access road driveways on paved roads must abide to County standards. The parties must mutually agree to deviate from any county standards.

4. MEC shall obtain a permit for all utility work within County right of way, and may commence of such work upon the County's issuance of the County's customary form Utility Permit, which the County shall issue without unreasonable conditions or delay.
5. MEC shall provide to the County a certificate of general liability insurance, showing liability coverage for any and all damage to property and/or injuries to persons occurring as the result of acts of MEC, its employees, or others working under the direction of MEC in connection with the Project. The foregoing insurance requirements may be satisfied, in whole or in part, through the provision of self-insurance in amounts and pursuant to terms and conditions as reasonably approved by the County Attorney.
6. MEC agrees to save and hold harmless the County from all claims to the extent arising from MEC's permitted use of the public right of way in connection with the Project.
7. MEC shall install and maintain warning signs at the site as may be reasonably necessary to promote traffic safety.
8. MEC shall ensure that all traffic control devices used in connection with the Project comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6, or future editions as adopted by the Iowa Department of Transportation (IDOT). MEC shall erect UTILITY WORK AHEAD (or similar) signs (MUTCD W21-7) at areas of significant construction and Hauling Operations and at the point where paved Haul Routes turn to gravel.
9. MEC shall maintain a construction representative on staff responsible for managing MEC's quality control program for traffic control in connection with the Project. A phone number for 24 hour contact for the construction representative responsible for traffic management and control shall be provided to the County.
10. MEC shall ensure that flaggers working in connection with the Project are trained in safe flagging operations that comply with IDOT Flagger's Handbook.
11. MEC shall maintain and provide to the County upon request a log of quality control measures associated with monitoring and documenting traffic control conditions related to the Project, including: a list and locations of traffic control devices and operations used, referenced to the MUTCD or IDOT standard road plans; all reviews of traffic control devices and operations, whether satisfactory or unsatisfactory, and any corrections made; and a list of flaggers used.

12. Details of traffic control not addressed herein, shall be resolved in accordance with the current version of IDOT's "Standard Specifications for Highway and Bridge Construction."
13. MEC shall facilitate, to the greatest extent practicable, local traffic use of road during Hauling Operations. Tools, equipment, materials, supplies, company vehicles, or worker vehicles shall not be parked or stored in the public right of way, other than for a short period of time to allow the loading or unloading of equipment or in connection with normal Hauling Operations (so long as such actions do not materially interfere with the use of such roads for local traffic).
14. MEC shall undertake reasonable precautions, as determined by the County or State or Federal agencies, to prevent the dispersal of fugitive dust in connection with the Hauling Operations. MEC shall be responsible for implementing corrective actions to respond to complaints pertaining to fugitive dust, or to prevent fugitive dust for the purpose of complying with Iowa Code 657.1 and Iowa Administrative Code 567 Ch 23.3(2)(c). If the County receives or becomes aware of complaints pertaining to fugitive dust emissions from the Hauling Operations, the County will notify MEC and then the County and MEC will work together to investigate such complaint and determine the appropriate course of corrective action (if any) to be taken; provided, however, that the County reserves the right to demand that MEC suspend its use of certain portions of the Haul Routes in connection with the Hauling Operations if needed to comply with a lawful demand from the Iowa Department of Natural Resources ("DNR") related to fugitive dust emissions from the Project and if the Parties reasonably determine that other corrective actions are insufficient to ensure compliance with the DNR's demand. The County agrees that MEC will have the opportunity to work with the County and/or directly with the DNR to select a corrective action other than suspending its use of the relevant road or portion of a Haul Route. The County understands that MEC's intent is to not stop its Hauling Operations or other work at any point. MEC shall notify the County of any meetings between MEC and the DNR related to fugitive dust issues in the County arising out of the MEC's Hauling Operations under this Agreement and allow the County the opportunity to attend such meetings.
15. During periods of anticipated high construction vehicle activity (i.e., more than 70 construction vehicles per hour on any given non-paved County road), MEC shall substantially comply with the County's determination of which reasonable precautions, including but not limited to those listed in IAC 567 Ch 23.3(2)(c), shall be used to preemptively mitigate fugitive dust.
16. MEC shall supply a traffic control plan for the crane crossing, traffic control, the time frame for all road closures, and how the closure will be handled with the County Engineer and County Law Enforcement. No roadway shall be closed without giving 24 notice to the County Engineer, County Law Enforcement and local schools.
17. In addition to the above requirements, prior to commencing Hauling Operations, MEC shall place 300 feet of dust palliative on all gravel approaches to intersections and 200 feet

of dust palliative both sides of the center of the residences (400 feet total) to be used in connection with the Hauling Operations, and maintain such dust palliative for the duration of hauling operations. MEC shall utilize water trucks on the haul routes to minimize fugitive dust as needed.

18. In connection with the requirements regarding fugitive dust control measures in paragraph 14, above, in the event that MEC applied privately purchased dust treatments to the Haul Routes, then once Hauling Operations have ceased, MEC will remove such treatments within County right-of-way at the request of the County, as necessary. The County Engineer will provide a list of such locations to MEC.
19. The following provisions describe MEC's obligation to repair and restore County roads, both paved and gravel roads, used as Haul Routes:
 - a. During the course of Hauling Operations, MEC shall, as necessary, maintain and repair the Haul Routes.
 - b. Once construction of the Project is complete and Hauling Operations have permanently ceased, the Parties shall promptly and jointly inspect the damages (if any) to the Haul Routes and mutually agree upon (i) the repair work that may be necessary to restore roads or portions of roads within the Haul Routes to the condition that they were in before Hauling Operations commenced and (ii) the timeline within which such repair work must be completed ("**Repair Work**"). MEC shall ensure that the roads or portions of roads within the Haul Routes are restored to the condition that they were in before Hauling Operations commenced, which may require repairs to drainage structures (including drain tile) within the County right-of-way ("**Drainage Structures**"), re-shaping of the road surface, replacing the granular surface of damaged roads, replacing granular shoulders, and/or pavement patching. After the County has inspected the Repair Work for a portion of the Haul Routes, or all of the Haul Routes, the County shall issue acceptance of the full or partial Repair Work to MEC.
 - c. MEC shall re-shape the road surface of roads or portions of roads within the Haul Routes and/or place rock on affected roads within the Haul Routes if, in his or her reasonable judgment, the County Engineer determines that the Hauling Operations damaged such roadways and that such re-shaping or placing of rock is necessary to restore such roads to the condition that they were in before Hauling Operations commenced. The Parties acknowledge that re-shaping of or placing of rock on the road surfaces of roads or portions of roads within Haul Routes may not be necessary at all or may only be necessary after Hauling Operations have ceased.
 - d. If during Hauling Operations the County Engineer or his or her designee determines that there has been excessive damage to roads or portions of roads within the Haul Routes due to Hauling Operations, or that dangerous conditions exist along roads or portions of roads within the Haul Routes, then the County Engineer shall

immediately notify MEC of such damage(s) or condition(s) and the County and MEC shall work together in good faith to investigate and address those damage(s) or condition(s), as appropriate. MEC acknowledges that, in extraordinary circumstances, it may be required to temporarily suspend its use of roads or portions of roads within the Haul Routes while corrective and/or preventative actions are undertaken to repair and/or mitigate such damage(s) or condition(s). The County agrees that, notwithstanding damages to or dangerous conditions upon certain roads or portions of roads, MEC may otherwise continue its planned Hauling Operations over the remainder of the Haul Routes and agrees to coordinate in good faith with MEC to evaluate and implement corrective and/or preventative actions, other than MEC temporarily suspending its Hauling Operations, to adequately address such damage(s) or dangerous condition(s) described in this Section 18(d). The Parties acknowledge that it is MEC's intent to not cease Hauling Operations and that it is the County's intent to not require suspension of MEC's Hauling Operations unless there is no other reasonable alternative.

- e. Subject to the requirements of Section 18(d), above, the County may order MEC to immediately suspend its use of roads or portions of roads within the Haul Routes to comply with a lawful order from the DNR or to mitigate the County's reasonable safety concerns regarding the use of such Haul Routes. Any such order from the County must be in writing, must specifically identify the roads or portions of roads on which MEC must cease Hauling Operations, and must describe the reason(s) that the County is ordering MEC to suspend Hauling Operations over those roads or portions of roads. Within forty-eight (48) hours of the issuance of such an order, the Parties shall meet and mutually agree upon the corrective action(s) or repair(s) that must be undertaken, as well as the timeline for completing those corrective action(s) or repair(s), to ensure that roadways identified in the County's order comply with the DNR's order or are restored to address the County's safety concerns, as applicable. If required to do so pursuant to the mutual agreement of the Parties, MEC shall implement such corrective action(s) or repair(s) on the roads or portions of roads identified in the County's written order. MEC may request additional time to complete such corrective action(s) or repair(s) and the County, without abrogating in any way its responsibilities and/or duties to provide and maintain satisfactory roadways, shall not unreasonably deny such requests. Once such corrective action(s) or repair(s) are complete, MEC shall be permitted to immediately re-commence Hauling Operations over the roads or portions of roads identified in the County's order.
- f. If Hauling Operations combined with saturated subgrade conditions or other environmental factors cause deterioration of roads or portions of roads within the Haul Routes beyond that which may be corrected by routine shaping and placement of approved granular material, MEC shall cease and/or modify its Hauling Operations over such roads to the extent reasonably necessary to prevent further deterioration. Thereafter, MEC shall promptly coordinate with County to develop an approved method of repairing such roadway.

- g. The County shall continue to provide snow removal services on all roadways within the Haul Routes during construction of the Project; provided, however, that MEC shall have the right (but not the obligation) to provide snow removal on any County roadways within the Haul Routes, as deemed necessary by MEC to access the Project.
20. The following provisions describe MEC's obligation to reimburse the County for un-repaired damages to the Haul Routes caused by the Hauling Operations:
- a. If MEC fails to conduct Repair Work on and/or restore any roads or portions of roads within any Haul Routes, as required under Section 18(a) or as agreed to by the Parties under Section 18(b) of this Agreement, then the County shall provide MEC with written notice and an opportunity to cure this failure pursuant to Section 26 of this Agreement. Such written notice shall specify those roads or portions of roads that are in need of repair and/or restoration as a result of the Hauling Operations and the Repair Work that MEC must complete to meet its obligations under this Agreement.
 - b. If MEC disagrees with such notice or otherwise believes that it has satisfied its obligations with respect to the Repair Work required or agreed to by the Parties pursuant to Section 18(a) or 18(b) of this Agreement, then, within five (5) business days of receiving the written notice from the County described in Section 18(a), MEC may notify the County in writing of its intent to initiate the conflict resolution protocol described in Section 31 of this Agreement.
 - c. Once MEC initiates this conflict resolution protocol, the County may undertake the Repair Work described in the written notice that it provides to MEC pursuant to Section 18(a) of this Agreement. If the dispute concerning such Repair Work has been finally resolved (as described in Section 31(d) of this Agreement) and, pursuant to this resolution, it is determined that MEC is required to reimburse the County for such Repair Work, then the County shall issue an invoice to MEC with a detailed itemization of the out-of-pocket costs that the County incurred in performing such Repair Work, and MEC shall reimburse the County for such out-of-pocket costs within thirty (30) days of receiving such invoice.
 - d. In determining the actual out-of-pocket costs that the County incurs for conducting the Repair Work described in Section 18(c) of this Agreement, the County Engineer will treat MEC and any roadways (including Drainage Structures) that MEC damaged the same as he or she would treat other landowners, in terms of both the repairs deemed necessary and the costs of such repairs. Specifically, the County will be entitled to reimbursement from MEC for the actual cost of the repairs to the roadways (including any repairs to Drainage Structures) at Iowa DOT labor and equipment rates, plus a 16% engineering fee, to cover costs that were not expected to be performed by the County under this agreement, and MEC will not be entitled

to a decrease in such actual costs on the grounds that the roadway, Drainage Structure, or drain tile was already depreciated; provided, however, that the County will only be entitled to reimbursement from MEC for those reasonable out-of-pocket costs that the County incurred in repairing or replacing the roads or Drainage Structures with roads or Drainage Structures of like kind. If the Parties have not jointly performed a damage inspection review and mutually agreed upon the Repair Work for, and/or damages to, the roadways or Drainage Structures within the Haul Routes, pursuant to Section 18(b) of this Agreement, the pre-hauling surveys described in Section 1 of this Agreement, and as may be taken after the completion of Hauling Operations, will be used in connection with determining the extent of damage to the roadways or Drainage Structures within the Haul Routes as a result of the Hauling Operations. With respect to repair of damages to drain tile in the County right-of-way within the Haul Routes, MEC shall have a continuing obligation to repair such damaged drain tile for a term of three (3) years from the date the County has issued acceptance of the Repair Work pursuant to Section 18(b) of this Agreement.

21. MEC shall remove or cause to be removed any temporary entrances, fills, turning radii, or other temporary modifications made by MEC within the County right-of-way within ninety (90) days of permanently ceasing Hauling Operations for the Project, unless otherwise allowed by the County.
22. MEC shall not clean-out concrete trucks on any county roads or within road right-of-way.
23. MEC shall pay the County, prior to commencing Hauling Operations, \$20,000.00 as compensation for the administration required under this Agreement. The County has estimated this amount to be its actual costs and MEC shall have no obligation to pay more than this amount in the event the costs exceed this amount for the work covered by this agreement.
24. Prior to commencing said Hauling Operations, MEC shall provide financial security for its obligation to restore County roadways within the Haul Routes to pre-haul conditions in the form of a letter of credit, a payment in escrow, corporate guaranty, restoration bond, or other form of financial security as reasonably approved by the County Attorney, in the amount of \$518,00.00 to cover costs of MEC's restoration obligations hereunder, as reasonably estimated by MEC. This requirement may be waived by the Board of Supervisors upon recommendation from the County Engineer.
25. Prior to commencing Hauling Operations, MEC shall provide notice to all landowners with a residence located on a Haul Route and located within one-mile of a proposed turbine location, with contact information of an MEC representative that can be contacted in the event of any material damages to the county roads that were caused by MEC's Hauling Operations and that need to be repaired by MEC. MEC shall also place their contact information on a sign at the entrance of the construction yard, the sign will be visible and

readable from the roadway and no more than 30 feet from the edge of the traveling roadway.

THE COUNTY AGREES THAT:

26. The County shall issue any permits required for MEC's planned construction and operation of the Project as needed after the execution of this Agreement; provided the requirements of such other permits have been met.
27. The county shall monitor roadway conditions during Hauling Operations as reasonably necessary.
28. The County agrees to exercise its discretion hereunder in a reasonable manner, taking into account the Parties' intent as expressed herein.
29. The County shall give MEC prompt written notice of any asserted breach of this Agreement and provide MEC with a reasonable opportunity to address and/or cure the same and, if MEC fails to do so, initiate the conflict resolution protocol described in Section 31, below. If, following the final resolution of any such alleged breach (as described in Section 31(d), below), it is determined that the County is entitled to payment from MEC for costs incurred in restoring the County roadway(s) to their pre-haul condition, County will send a detailed invoice to MEC for any and all such costs, the calculation of which costs shall be subject to the terms of Section 19(d) of this Agreement.
30. The County shall send a detailed invoice to MEC for any work requested by MEC to provide maintenance on the approved Haul Routes prior to the end of Hauling Operations that the County would not normally provide.

THE PARTIES MUTUALLY AGREE THAT:

31. MEC may immediately proceed with its planned Hauling Operations 10 business days after submitting the Haul Routes to the County.
32. This Agreement may be assigned by MEC upon approval by the County Board of Supervisors, whose approval shall not be unreasonably withheld.
33. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by MEC under this Agreement is in whole or in part prevented, restricted, or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, inability to secure materials, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance that is not the fault of MEC or that is beyond its reasonable control, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations (except for payment obligations) related

to the development or construction of the Project, then MEC, upon giving notice to the County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

34. The following provisions describe the conflict resolution protocol that shall govern the Parties' relationship under this Agreement:
- a. MEC and the County Engineer or his or her designee shall work together in good faith to resolve any disputes arising under this Agreement, including but not limited to the existence, scope, degree, and/or cause of any damages to the roadways within the Haul Routes after MEC's post-Hauling Operations restoration and/or Repair Work has been completed, taking into account the costs, benefits, technical feasibility, governing engineering principles, and other available information.
 - b. In the unlikely event that MEC and the County Engineer or his or her designee are unable to resolve such dispute, then MEC and the County Board of Supervisors shall further attempt in good faith to resolve such dispute, taking into account at least those factors discussed in Section 31(a).
 - c. In the unlikely event that MEC and the County Board of Supervisors are unable to resolve such dispute, then nothing in this Agreement shall prevent either Party from seeking appropriate relief, including monetary damages or injunctive relief, in any state or federal court with jurisdiction over the dispute.
 - d. Any dispute arising under this Agreement shall be considered finally resolved once the Parties mutually resolve such dispute, pursuant to Sections 31(b) or 31(c) of this Agreement, or once a court of competent jurisdiction issues a final, non-appealable judgment or order concerning such dispute.
 - e. Pending final resolution of any dispute, as described in section 31(d), above, the Parties shall continue to fulfill their obligations under this Agreement that are not the subject of the dispute.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

IOWA COUNTY, IOWA

**MIDAMERICAN ENERGY
COMPANY**

By: _____

By: _____

By: _____

Name: _____

By: _____

Title: _____

EXHIBIT A
HAUL ROUTE