

**RESOLUTION APPROVING SAC COUNTY SOLAR PROJECT AGREEMENT WITH  
MIDAMERICAN ENERGY COMPANY**

Sac County Board of Supervisors Resolution 2025 – 0129E

A resolution by Sac County to approve the Sac County Solar Project Agreement with MidAmerican Energy Company for the development, construction, and operation of a solar-powered electric generation facility in Sac County.

WHEREAS, MidAmerican Energy Company owns approximately 433 acres of land located in Section 24 of Township 86 North, Range 35 and Section 25 of Township 86 North, Range 35, all in Sac County, Iowa; and

WHEREAS, MidAmerican Energy Company plans to construct and operate a 50 MW solar generating facility on the property in compliance with the Sac County solar ordinance in effect on February 3, 2025, and during the entire design and development process; and

WHEREAS, on February 4, 2025, the Sac County Board of Supervisors enacted a temporary moratorium on solar projects in Sac County; and

WHEREAS, MidAmerican Energy Company has requested the Iowa Utilities Commission to issue a Certificate of Public Convenience, Use and Necessity for the project; and

WHEREAS, the Iowa Utilities Commission has the authority to site this project pursuant to Iowa Code section 476A.5; and

WHEREAS, Sac County is a party to the Iowa Utilities Commission proceeding Docket No. GCU-2025-0002; and

WHEREAS, Sac County has zoning, building, health, safety, and other concerns about the project; and

WHEREAS, after investing substantial time in self-education and engaging in thorough deliberations—including candid exchanges with representatives from MidAmerican Energy Company during open sessions of the Board of Supervisors—the Sac County Board of Supervisors has accorded profound consideration to the complexities of large-scale solar utility development and its harmonization with Sac County's land use framework, encompassing prospective implications for agricultural assets, environmental stewardship, and infrastructural vitality within the community; and

WHEREAS, community input concerning this project and large-scale utility solar developments has been overwhelmingly positive, reflecting robust public support; and

WHEREAS, the limited concerns voiced by the public have been duly presented to MidAmerican Energy Company, and through constructive discussions and transparent open meetings, these concerns have been effectively addressed and alleviated by MidAmerican Energy Company's explicit commitments to ensure that the project does not impede or adversely affect the use and enjoyment of land by adjacent property owners and Sac County residents generally; and

WHEREAS, in response to the moratorium and to facilitate the timely progression of its planned solar initiative, with construction slated to commence in 2026, MidAmerican Energy Company has proposed the Sac County Solar Project Agreement, including Exhibits A-D attached hereto, as a means to address and resolve the attendant issues; and

WHEREAS, the Sac County Board of Supervisors finds that the proposed agreement aligns with the purposes and intent of encouraging responsible business development in Iowa, promoting renewable energy initiatives while safeguarding local interests and ensuring sustainable land utilization; and

WHEREAS, the Sac County Board of Supervisors has entered into this agreement in part because of MidAmerican Energy Company's established reputation for exemplary customer service and the Board's generally positive experiences collaborating with MidAmerican Energy on prior projects in Sac County, particularly wind energy (wind turbine) developments, which have demonstrated reliability, adherence to commitments, and mutual benefit to the community; and

WHEREAS, the parties are desirous to reach an agreement regarding the project and address the aforementioned concerns of Sac County; and

WHEREAS, the Sac County Solar Project Agreement, including Exhibits A-D, has been negotiated and prepared to govern site and structure requirements, fencing and security, screening and landscape, glare minimization, drainage, grading, decommissioning, road use and repair, and other pertinent terms for the project; and

WHEREAS, the Sac County Board of Supervisors has reviewed the Sac County Solar Project Agreement and finds that its approval will serve the public interest by addressing county concerns, ensuring compliance with applicable laws, and facilitating responsible development of renewable energy infrastructure in Sac County.

NOW, THEREFORE, BE IT RESOLVED, Sac County, through the unanimous vote of its Board of Supervisors members—as evidenced by their signatures appended hereto and on page 5 of the SAC COUNTY SOLAR PROJECT AGREEMENT—hereby approves said Agreement with MidAmerican Energy Company, effective immediately, and authorizes the Chairperson of the Board of Supervisors to execute the Agreement on behalf of Sac County.

BE IT FURTHER RESOLVED, that this agreement shall be filed as required by applicable Iowa Code provisions.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

HEREBY RESOLVED by the Board of Supervisors for Sac County on this 22nd day of July, 2025.

**ADOPTED THIS 22ND DAY OF JULY, 2025.**

\_\_\_\_\_  
Ranell Drake, Chairperson

  
\_\_\_\_\_  
James Wissler, Board Member

\_\_\_\_\_  
Mike Fischer, Board Member

ATTEST:

\_\_\_\_\_  
James Dowling, County Auditor

## SAC COUNTY SOLAR PROJECT AGREEMENT

This Sac County Solar Project Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between MidAmerican Energy Company (“MidAmerican”), and Sac County, Iowa (“Sac County”) (collectively the “Parties”).

### RECITALS

WHEREAS, MidAmerican owns approximately 433 acres of land located in Section 24 of Township 86 North, Range 35 and Section 25 of Township 86 North, Range 35, all in Sac County, Iowa (the “Property”).

WHEREAS, MidAmerican plans to construct and operate a 50 MW solar generating facility on the Property (the “Project”).

WHEREAS, MidAmerican began designing the Project in June 2020.

WHEREAS, MidAmerican purchased the Property in December 2022.

WHEREAS, as of February 3, 2025, MidAmerican has invested over \$12,500,000 towards the development of the Project.

WHEREAS, on February 3, 2025, MidAmerican submitted a solar application to Sac County requesting approval to construct the Project (the “Application”).

WHEREAS, MidAmerican’s design of the Project and Application was based on the Sac County solar ordinance in effect on February 3, 2025, and during the entire design and development process.

WHEREAS, MidAmerican’s Application and Project was in compliance with the Sac County solar ordinance in effect on February 3, 2025

WHEREAS, on February 4, 2025, the Sac County Board of Supervisors enacted a temporary moratorium on solar projects in Sac County.

WHEREAS, MidAmerican has requested the Iowa Utilities Commission (“IUC”) to issue a Certificate of Public Convenience, Use and Necessity (the “Generating Certificate”) for the Project.

WHEREAS, the IUC has the authority to site this Project pursuant to Iowa Code section 476A.5.

WHEREAS, Sac County is a party to the IUC proceeding Docket No. GCU-2025-0002.

WHEREAS, Sac County has zoning, building, health, safety, and other concerns about the Project.

WHEREAS, the Parties are desirous to reach an agreement regarding the Project and address the aforementioned concerns of Sac County.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree as follows:

1. **RECITALS**. The above Recitals are hereby confirmed by the Parties and incorporated into this Agreement by reference.
2. **SITE AND STRUCTURE REQUIREMENTS**. MidAmerican and the Project shall adhere to the following requirements:
  - a. **Height of Solar Structures and Related Equipment**. Solar structures and related equipment shall not exceed twenty-two feet in height above grade.
  - b. **Height of Substation Structures and Utility Poles**. Substation structures and utility poles shall not have any height restrictions.

3. **SETBACKS**. Above-ground structures, other than fences, shall adhere to the following minimum setbacks:

Property Lines	50 Feet
Dwelling Units	150 Feet
Road Right of Ways	50 Feet
Wildlife Management and State Recreation Areas	100 Feet
Wetlands as identified by the County prior to the execution of this Agreement	50 Feet
Other Structures and Cemeteries	50 Feet
River Bluffs	50 Feet

Any of these setbacks may be waived by agreement with the owner or appropriate managing authority of the specific setback being waived.

4. **SIZE OF PROJECT**. The Project shall not exceed 500 acres.
5. **GRADING PLAN**. The grading plan for the Project is attached hereto as Exhibit A ("Grading Plan"). MidAmerican shall use reasonable efforts to adhere to the Grading Plan for the Project. MidAmerican shall notify Sac County of any changes of more than five (5) feet in height of either cut or fill to the Grading Plan. Both Parties acknowledge that minor deviations, of five (5) feet or less from the Grading Plan may need to be made. Any such minor deviations shall not impact the validity of this Agreement or be considered a breach of this Agreement.
6. **FENCING AND SECURITY**. A security fence with a minimum height of six (6) feet shall be installed along all exterior sides of the Project and be equipped with at least one

gate and a locking mechanism. Security fences, gates, and signs shall be maintained in good condition.

7. **SCREENING & LANDSCAPE.** MidAmerican shall install and maintain a reasonable landscape buffer of trees and/or shrubs between the Project and adjacent dwellings where the owner of the dwelling requests such screening. In the areas that require landscape screening, MidAmerican shall plant trees that are reasonably expected to reach the height of the Project Fence within 5 years of the completion of construction of the Project.
8. **GLARE MINIMIZATION.** MidAmerican has provided Sac County with a Glare Hazard Analysis which indicated that there is no glare predicted for any of the neighboring roads or structures. MidAmerican shall use commercially reasonable efforts to minimize glare for the Project, which shall include the screening and landscaping set out in Section 7 above.
9. **AVIATION PROTECTION.** This Project is not located within 500 feet of an airport or within approach zones of an airport.
10. **COMPLIANCE.** The Project shall comply with all applicable state and federal regulations.
11. **DRAINAGE SYSTEM PROTECTION.** Sac County and MidAmerican shall enter into the Drainage System Protection Agreement attached hereto as Exhibit B and incorporated herein.
12. **DECOMMISSIONING.** Sac County and MidAmerican shall enter into the Decommissioning Agreement attached hereto as Exhibit C and incorporated herein.
13. **ROAD USE.** Sac County and MidAmerican shall enter into the Road Use Agreement attached hereto as Exhibit D and incorporated herein.
14. **EMERGENCY RESPONSE PLAN AND TRAINING.** Prior to construction, MidAmerican shall provide Sac County with an Emergency Response Plan. Additionally, MidAmerican shall work with Sac County the local emergency management to offer emergency training.
15. **NON-USE.** In the event no electricity is generated for a continuous two-year period after the construction of the Project is complete, MidAmerican shall have two years to complete the decommissioning of the Project in accordance with the Decommissioning Agreement.
16. **NO OBLIGATION TO BUILD.** Nothing in this Agreement shall be construed as to require MidAmerican to construct the Project.
17. **LOCAL ZONING AND PERMITTING.** By entering into this Agreement, Sac County acknowledges and agrees that this Agreement shall govern the siting, construction, and operation of this Project. Sac County acknowledges that the approval of applications for building permits, utility permits, entrance permits, and other permits are ministerial acts, and upon submission by MidAmerican, the zoning administrator or other appropriate county staff shall promptly issue such permits if such applications are substantially consistent with reasonable practice in Sac County. Sac County agrees that approval of such permits shall not be unreasonably delayed or withheld and the Board of Supervisors shall not interfere with the zoning administrator's or other appropriate county staff's usual and customary processing of such applications, including the issuance of permits.

18. **VARIATIONS AND ALTERATIONS.** Minor variations and alterations to the Project are to be expected and shall not be considered a breach of the terms of this Agreement. In the event there is a major variation or alteration to the Project, MidAmerican shall provide written notice to Sac County indicating such alteration or variation and any variation shall be in compliance with the terms of this Agreement.
19. **ENTIRE AGREEMENT.** The Agreement is the entire agreement of the MidAmerican and Sac County with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties.
20. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed and delivered by each Party. The Parties agree to accept electronic, fax, or scanned signatures which shall be treated for all purposes as original signatures.
21. **CAPTIONS.** The captions of paragraphs herein are inserted only for a convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraphs to which they refer.
22. **SEVERABILITY, GOVERNING LAW AND JURY WAIVER.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of the Agreement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this Agreement, it is agreed between the parties that the law of the jurisdiction and location of the Project (including statute of limitation provisions) will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned as of the day and year first written above.

**[Signature Page Follows]**

**SIGNATURE PAGE**

**SAC COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Ranell Drake

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Fischer

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Wissler

\_\_\_\_\_  
Date

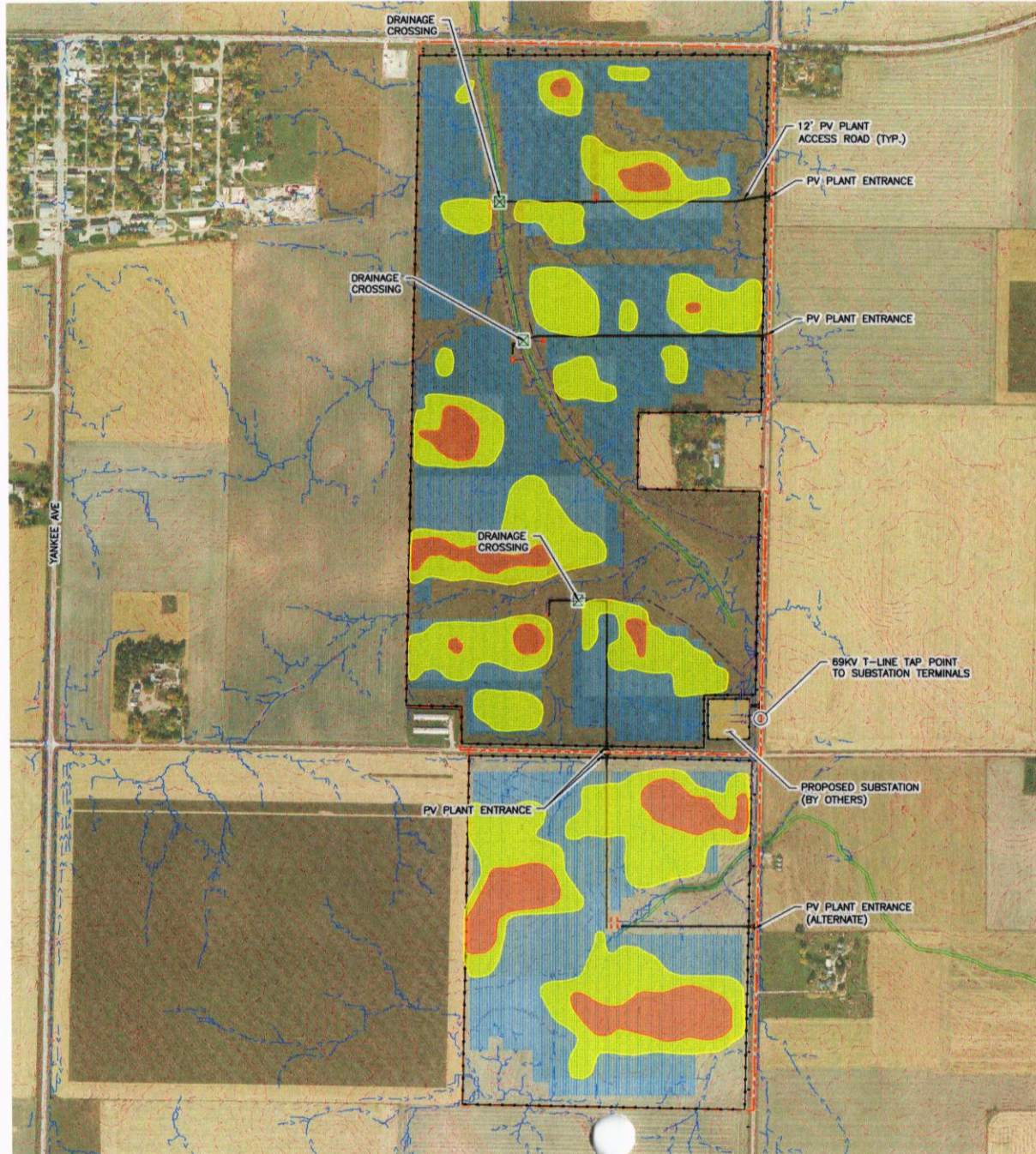
**MIDAMERICAN ENERGY COMPANY**

\_\_\_\_\_  
Adam Jablonski, Vice President - Project Development

\_\_\_\_\_  
Date

SAC COUNTY SOLAR PROJECT AGREEMENT - EXHIBIT A

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1 PLAN: OVERALL SITE LAYOUT

PV PLANT SUMMARY	
ITEM	DESCRIPTION
TOTAL DC CAPACITY (MW DC)	59.03
TOTAL AC CAPACITY (MW AC)	50
DC/AC RATIO	1.18
MODULE (Wp)	420
ESTIMATED MODULE QUANTITY	140,556
STRING QUANTITY	23,426
MODULES PER STRING	6
INVERTER	TMEIC PVU-L0840GR
INVERTER RATING (25°C) (KW)	840
INVERTER RATING (50°C) (KW)	765
INVERTER QUANTITY	60
TRANSFORMER (KVA)	4,200
TOTAL PCS	13
TRACKER	NEXTRACKER NX HORIZON
AZIMUTH	180°
GROUND COVER RATIO (GCR)	33%
PITCH (FT)	20.0
CLEAR ROW SPACING (FT)	13.41

**EXISTING LEGEND**

- POWER POLE
- DRAIN TILE
- 10' MAJOR CONTOUR
- 2' MINOR CONTOUR
- DRAINAGE PATH
- NWI WETLAND

**PROPOSED LEGEND**

- PROJECT BOUNDARY
- COLLECTION FEEDERS
- TRANSMISSION LINES
- PV TABLES
- INVERTER SKID
- ACCESS ROAD
- PERIMETER FENCE
- SUBSTATION FENCE
- CULVERT
- GRADING ZONE (CUTS > 24")
- GRADING ZONE (CUTS < 24")

NO.	FS-S6-120MOD	FS-S6-54MOD	FS-S6-78MOD	FS-S6-96MOD	MODULES	MAX. PITCH, FT	MIN. PITCH, FT	AREA COVERAGE, %	GCR	CAPACITY, KWP	COVERED AREA, FT²
1	97	47	99	10	22,860	20.0	20.0	26.9	0.33	9,601.2	648,926.8
2	58	4	21	9	9,678	20.0	20.0	29.0	0.33	4,064.8	274,034.1
3	114	27	6	35	18,966	20.0	20.0	24.8	0.33	7,965.7	536,927.7
4	129	47	51	15	23,436	20.0	20.0	28.3	0.33	9,843.1	664,371.4
5	54	12	23	15	10,362	36.6	19.9	19.8	0.33	4,352.0	293,616.5
6	48	-	30	-	8,100	20.0	20.0	22.8	0.33	3,402.0	229,453.2
7	293	25	118	15	47,154	20.0	20.0	29.3	0.33	19,804.7	1,335,384.5
Total	793	162	348	99	140,556	36.6	19.9	25.8	0.33	59,033.5	3,982,714.3

**NOTES:**

- FOR PLANNING PURPOSES ONLY. LAYOUT AND EQUIPMENT IS SUBJECT TO CHANGE AS DESIGN PROGRESSES
- SEVERAL EXISTING FEATURES NOT SHOWN FOR CLARITY
- PV PLAN ENTRANCES WILL USE A 24' WIDTH UP TO THE RIGHT-OF-WAY WITH 25' RADII ON BOTH SIDES. CULVERTS AT EACH ENTRANCE WILL BE INSTALLED PER LOCAL REGULATIONS
- EARTHWORK  
 CUT = 320,000 CY  
 FILL = 320,000 CY  
  
 EARTHWORK CALCULATIONS BASED ON AVERAGE DEPTH OF CUT REQUIRED TO MEET MINIMUM GROUND CLEARANCE. THESE VALUES SHALL BE CONSIDERED APPROXIMATE. ACTUAL EARTHWORK WILL LIKELY CHANGE AS THE DESIGN PROGRESSES.

**PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT**

**THIS PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT** ("Agreement") is entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between MidAmerican Energy Company ("MidAmerican") and Sac County, Iowa ("County") (MidAmerican and County are sometimes collectively referred to herein as the "Parties" and individually as a "Party").

**RECITALS**

- A. MidAmerican desires to develop, construct, and operate a 50MW solar powered electric generation facility in Sac County, Iowa. (the "Project").
- B. The County, acting through the Board of Supervisors as Trustees of Drainage Districts within the County, has the responsibility of managing the various public Drainage Districts and their drainage facilities (e.g. – ditches, tiles) ("Drainage District") located in Sac County, Iowa.
- C. The Parties believe it is in their best interests to memorialize their respective rights, obligations and responsibilities with respect to, among other things, the protection and restoration of the County's various Drainage District improvements and repairs including underground tiles, open ditches, and related facilities (hereinafter said public drainage facilities shall collectively be referred to as the "Public Drainage System") during the development, construction, and operation of the Project.
- D. The County and MidAmerican wish to ensure the protection of the Public Drainage System, all in accordance with the terms and conditions set forth herein.
- E. During both the planning and the construction phases of the Project, the MidAmerican and County agree to communicate and cooperate in good faith to prevent or correct damage or other adverse effects to the Public Drainage System that may result from the Project.
- F. In connection with the development and construction of the Project, it may be necessary for the MidAmerican and its contractors, and subcontractors, suppliers or designees and each of their representatives and permitted assignees (collectively, with the MidAmerican, hereinafter referred to as the "MidAmerican Parties") to:
  - a. transport heavy equipment and materials over the Public Drainage System located in the County,
  - b. make certain modifications and improvements or repairs (both temporary and permanent) to such Public Drainage System to allow access road construction or such equipment and materials to pass over the existing Public Drainage System,

- c. place certain electrical or fiber optic cables for the Project adjacent to, over, across, or beneath certain portions of the Public Drainage System for the purposes of carrying electrical current or data from the Project to the Project substation, and
- d. construct, operate and maintain other facilities adjacent to, over, across, or beneath the Public Drainage System.

### **AGREEMENT**

In consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **1. Recitals**

- 1.1 Incorporation. The foregoing recitals are true and correct and are incorporated into and made part of this Agreement by this reference.

#### **2. General Obligations of MidAmerican**

- 2.1 Identification of Crossings. Within 30 days from the execution of this Agreement by the Parties, the County will provide the MidAmerican with access to all maps and other files related to the Public Drainage System. The MidAmerican shall then, no later than thirty (30) days prior to the start of the construction on the Project, prepare the Potential Public Drainage System Impacts Plan to be attached hereto as Appendix A showing all locations of potential damage to any portions of the Public Drainage System arising because of crane routes, access road locations, and other construction activities related to the Project. Said completed Potential Public Drainage System Impacts Plan shall be subject to review by the County's designated engineer ("Drainage Representative"), and the MidAmerican shall make such adjustments to the construction activities as said Drainage Representative suggests to minimize damage to the Public Drainage System. The County agrees that, from time to time, the MidAmerican may amend Appendix A by submitting an updated version of Appendix A to the Drainage Representative that includes all revised locations of potential damage. After submitting such updated version of Appendix A to the Drainage Representative, Appendix A to this Agreement shall be automatically amended and restated as such updated versions of Appendix A without any further required by either Party.

The MidAmerican acknowledges that the County's maps of the Public Drainage System may not be accurate or complete, and the County shall bear no responsibility for their

accuracy; nor shall MidAmerican raise any such inaccuracy or incompleteness as a basis not to comply with the repair/restoration provisions herein

2.2 Notice of Construction. The MidAmerican Parties agree to give the County forty-eight (48) hours' notice of their intention to commence construction on the Project in Sac County. Said notice shall be made in writing to the Drainage Representative and the County Auditor. Notice cannot be given until approval of the Project has been issued by the County which approval will be evidenced by the issuance of a Building/Zoning Permit to MidAmerican.

2.3 Obligation to Repair Public Drainage System. If any portions of the Public Drainage System on or adjacent to the Project construction area (hereinafter the "Project Area") are damaged as a result of the Project construction, the MidAmerican shall reasonably promptly repair (or cause to be repaired) such damage as directed by the Drainage Representative in his or her reasonable discretion. The County understands and agrees that the MidAmerican shall not be responsible for any damage to the Public Drainage System other than that caused by the MidAmerican Parties.

### 3. **Construction and Repair Standards**

3.1 Construction Specifications. All crossings of the Public Drainage System shall be constructed or repaired by the MidAmerican Parties as directed by the Drainage Representative in his or her reasonable discretion.

3.2 Interruption. If a County drainage tile is damaged by the MidAmerican Parties and if the volume of water flowing through such damaged tile is sufficient to create the possibility of crop loss or property damage, the MidAmerican Parties may temporarily block the tile line to prevent the flow of this tile water. In the event that said tile line is so temporarily blocked, the MidAmerican Parties shall provide sufficient pumping equipment to pump the impounded tile water across the construction area to the undisturbed tile line. Such temporary blockages of said Drainage District tile lines will be removed as rapidly as possible, and any tile repairs caused by this blockage will be repaired as promptly as practicable at MidAmerican's expense.

If MidAmerican's installation involves the crossing of a Public Drainage System open ditch that is carrying sufficient flow of water to make it necessary to place a temporary dam across said open ditch, such temporary dams may be constructed only upon approval from the Drainage Representative. The maximum elevation of this impounded water shall be determined by the Drainage Representative and all excess water must be allowed to flow across the construction ditch through either a closed metal culvert pipe or by pumping. All temporary dam structures are to be removed as soon as said crossing is completed. The construction and removal of these dams is to be in such manner that the smooth and

efficient function of the drainage ditch is not impaired, with all costs and damages borne by the MidAmerican Parties.

- 3.3 Tile Repair Completion. The MidAmerican will use commercially reasonable efforts to make all permanent tile line repairs within thirty (30) days following completion of construction adjacent to, over, across, or beneath any Public Drainage System, taking into account weather and soil conditions.

All tiles will be repaired with materials of the same or better quality as that which was damaged and shall have the same drainage capacity as that which was originally in place and be subject to final approval of the Drainage Representative in his or her reasonable discretion.

- 3.4 Examination of Damaged Tiles. The County Board of Supervisors shall appoint a Drainage Representative to inspect and approve all construction and repair activities by the MidAmerican Parties that impact the Public Drainage System. All reasonable compensation, wages, mileage, and expenses incurred for said Drainage Representative in carrying out its duties hereunder shall be paid by MidAmerican. Said Drainage Representative will be responsible for inspecting all crossings of the Public Drainage System and shall have the authority to require the MidAmerican Parties to excavate and expose the crossing of any Public Drainage System where the Drainage Representative believes it prudent to visually examine same. Further, said Drainage Representative has the authority in his or her reasonable discretion to suspend construction in the event of imminent risk to persons or property resulting from MidAmerican Parties' activities under this Agreement by verbal order to the MidAmerican Parties at the Project site followed by a telephone call to MidAmerican Parties within six (6) hours of the verbal order and a written notice to MidAmerican Parties within twenty-four (24) hours of the verbal order specifying details relating to the imminent risk that the construction activity poses as well as a timeline for resuming activities.

- 3.5 Protection of Bridges or Structures. The MidAmerican shall, at its own expense, hire a qualified structural engineer approved by the Drainage Representative to structurally assess all bridges or other structures at public drainage ditch crossings that will be used by the MidAmerican Parties in the course of completing the Project. Within seven (7) days of providing a Notice of Construction under Section 1.2, MidAmerican shall provide documentation to the reasonable satisfaction of the Drainage Representative that said bridges or structures are able to adequately handle the MidAmerican Parties' use thereof.

- 3.6 Replacement of Public Tiles in Road Right-of-Way. If, at the end of the Project construction, any public drain tiles under roads utilized by construction traffic have been damaged by MidAmerican Parties, those damaged tiles shall be replaced by the MidAmerican at the end of the Project in a manner

reasonably acceptable to the Drainage Representative. If MidAmerican acknowledges that the damage was the result of the MidAmerican Parties construction traffic, it shall remedy same pursuant to the provisions of this Agreement. If agreement cannot be reached between MidAmerican and Drainage Representative regarding the cause of the damage, MidAmerican shall engage an independent engineer acceptable to County to review the damage and this Agreement and determine whether the damage in dispute was caused construction traffic of MidAmerican Parties. The determination of the independent engineer as to the cause of the damage shall be binding and conclusive on both parties. If the damage in dispute is determined to be caused by construction traffic of MidAmerican Parties, MidAmerican shall make repairs in accordance with the determination by the independent engineer. Paved roadways shall have the tiles bored under the roadway. No open cut shall be permitted.

3.7 Compaction, Rutting and Soil Restoration. The MidAmerican shall also be responsible to restore all land within the Public Road Right-of-Ways, and Public Drainage System Right-of-Ways to its pre-construction condition as near as is practicable. All disturbed areas shall be graded and reseeded.

3.8 Crossing Specifications. All crossings of the Public Drainage System shall be constructed by MidAmerican in accordance with the following specifications:

A. CROSSING OF OPEN DITCHES

1. All proposed underground installations for the Project must be placed in a horizontal plane at least five (5) feet below design grade of the drainage ditch, as established by the Drainage Representative.

2. The above depth is to extend to a point two (2) times the design base width of the ditch either side of the centerline of the drainage ditch, unless the existing base width is greater than the design base width. If the existing base width is greater than the design width, the depth is to extend to a point two (2) times the existing width.

3. The rate of slope for transition from a normal installation laying depth to crossings of drainage ditches shall not be steeper than 4:1.

4. If such ditch crossings occur at points of outlets of Public Drainage System or within twenty-five (25) feet of said outlets, such outlet facilities must be relocated to a point no less than twenty-five (25) feet from such crossings. Such relocations shall be at the expense of MidAmerican and as directed by the Drainage Representative in his or her reasonable discretion.

**B. CROSSINGS OF DRAINAGE DISTRICT TILE LINES**

1. All proposed Project installations must be placed under the existing Drainage District tile lines. These requirements may be waived only upon the review by and approval of the Drainage Representative.

2. A minimum of three (3) feet clearance below the existing Drainage District tile lines must be maintained.

3. Per reasonable discretion of the Drainage Representative, one of the following must be used at all proposed crossings of Drainage District tile lines.

a. Replace the Drainage District tile with reinforced concrete pipe of the same or larger diameter than the existing tile. The concrete pipe strength is at the reasonable discretion of the Drainage Representative, but the minimum pipe strength is to be 2000D (Iowa Department of Transportation approved) with the standard tongue and groove joints. Pipe to have a minimum of three (3) bolt-type connectors at each joint; or

b. Bore new installation, maintaining existing tile in an undisturbed case; or

c. Temporarily installing sufficient cover or load distribution materials.

4. The length of tile to be replaced by any of the above alternates is as follows:

a. Eight (8) inch tile and smaller: Six (6) feet either side of centerline of crossing location, measured at right angles to the centerline of the crossing location.

b. Ten (10) inch tile or larger: Ten (10) feet either side of the centerline of crossing location, measured at right angles to the centerline of crossing location.

**4. Completion of Repairs and Restoration and Certificate of Completion**

4.1 Preliminary Punchlist. Not less than forty-five (45) days before the completion of the Project, MidAmerican shall issue a preliminary punch list of items requiring restoration or repair under this Agreement. The County shall review the preliminary punch list and provide comments to MidAmerican within thirty (30) days of receipt thereof. MidAmerican will proceed with correcting all punch list items upon which the MidAmerican and County agree. If there are items upon which MidAmerican and County

disagree or which the County wishes to have added to the punch list, MidAmerican and County shall meet to attempt to reach agreement on all such items. If an agreement cannot be reached, MidAmerican shall engage an independent licensed engineer acceptable to County to review the items and this Agreement and determine whether the items in dispute should be part of the punch list. The determination of the independent engineer shall be binding and conclusive on both parties. MidAmerican shall make repairs in accordance with the determination by the independent engineer.

4.2 Final Punch List. No later than thirty (30) days after final construction activities on the Project, the County shall issue a final punch list of items requiring repair or restoration under this Agreement. The MidAmerican shall review the final punch list and provide comments to MidAmerican within ten days of its receipt. MidAmerican will proceed with correcting all punch list items upon which the MidAmerican and County agree. If there are items upon which MidAmerican and County disagree or which the County wishes to have added to the punch list, MidAmerican and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, MidAmerican shall engage an independent engineer acceptable to County to review the items and this Agreement and determine whether the items in dispute should be part of the punch list. The determination of the independent engineer shall be binding and conclusive on both parties. MidAmerican shall make repairs in accordance with the determination by the independent engineer.

4.3 Completion of Punch List. MidAmerican shall complete all final punch list items no later than thirty (30) days after agreement with the County on the final punch list taking into account weather and soil conditions or, if punch list items have been in dispute, no later than thirty (30) days after a determination by the independent engineer.

4.4 Certificate of Completion. Upon completion of all items on the final punch list by MidAmerican, the County Engineer shall issue a Certificate of Completion to MidAmerican certifying the date on which all final punch list items were completed.

4.5 Continuing Obligations of MidAmerican.

a.) Notwithstanding the issuance of the Certificate of Completion, and acknowledging that certain damage to the Public Drainage System caused by the Project may not be discovered or manifest itself until after completion of the Project's construction activities, MidAmerican hereby agrees that for a period of two (2) years from and after the date of the Certificate of Completion, it shall be

responsible to repair any damage to the facilities of the Public Drainage System that arise from the Project's construction activities. In the event during said two-year period the Drainage Representative identifies damage to a Public Drainage System facility that he or she believes is a result of the Project's construction activities, the County shall notify MidAmerican of such. If MidAmerican acknowledges that the damage was the result of the Project's construction activities, it shall remedy same pursuant to the provisions of this Agreement. If the Parties cannot agree on the cause or extent of the damage, they shall retain an independent licensed engineer acceptable to both Parties to make a determination of whether the damage was a result of the Project's construction activities and, if so, the scope of repair necessary to remedy same. The determination of the independent engineer shall be conclusive and binding on both Parties.

b.) In order to secure its obligations under this Agreement, the County agrees to waive the requirement for financial security if and so long as MidAmerican provides reasonable evidence to the County that; i) MidAmerican maintains not less than an investment grade credit rating, ii) MidAmerican is a public utility regulated by the Iowa Utilities Commission or if MidAmerican has no credit rating, maintains a certain minimum financial net worth as reasonably determined by the County. Not less than thirty (30) days prior to the start of construction of the Project, MidAmerican shall provide reasonable evidence to the County Engineer that it meets the requirements set above. If MidAmerican does not meet the requirements above then it agrees to provide the County with any of the following forms of security selected by MidAmerican: a cash security deposit, a guarantee, a security bond, irrevocable letter or other form of security reasonably acceptable to the County. Such security for payment shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). The proposed form shall be provided within forty-five (45) days from the execution of this Agreement and shall be in effect within (30) days following the Notice set forth in Section 2.1. Upon one (1) year anniversary date of the Project's commercial operation, the County will return the foregoing security to MidAmerican

d.) MidAmerican shall also be responsible to remedy any damage to the Public Drainage System facilities arising from the operation, maintenance, or repair of the Project from and after the date of the Certificate of Completion. This obligation shall be ongoing for so long as the Project remains in operation.

4.6 As-Built Plans. As-built plans for all installations related to the Project shall be furnished to the County within 180 days after the date of issuance of the Certificate of Completion to MidAmerican. Said plans shall include a plan and profile and location using the civil monument, or GPS locations.

## 5. Failure to Repair

If the MidAmerican fails on its own to properly repair any portion of the Public Drainage System that is damaged as a result of the Project as required hereunder, the County may demand in writing that the MidAmerican repair same within the agreed period, then, unless the MidAmerican and County mutually agree otherwise, the County may make such repairs and invoice the MidAmerican for the reasonable cost of such repairs. MidAmerican shall pay such amount within thirty (30) days of receipt of the invoice, or the County may draw on the security provided by MidAmerican pursuant to Section 4.5(b) or take such other action as the County deems appropriate to collect such amount.

## 6. County's Representations, Warranties and Covenants

6.1. Notice of New Construction. The County shall give the MidAmerican at least sixty (60) days written notice of the proposed construction or maintenance of new drainage facilities in the Public Drainage System that the County believes may impact any of the Project Improvements (the "Notice of New Construction"). The County shall also give at least twenty-four (24) hours verbal (via telephone) notice of emergency maintenance repairs to the Public Drainage System, that may expose, cover up or disturb any installation belonging to MidAmerican, so that MidAmerican may arrange to protect same. Emergency (24 hour) notice shall be given by calling MidAmerican at XXX-XXX-XXXX or at such other phone number that MidAmerican notifies County. A County representative shall inform all County contractors, workers, and employees of the location of MidAmerican's installations based on the As-Built Plans submitted by MidAmerican.

6.2. Future Realignment. The MidAmerican will at any time subsequent to the commencement of construction, and at the MidAmerican's sole expense, reconstruct or replace its improvements as may be necessary to conform to new grade or alignments resulting from maintenance or construction operations by the County in connection with any of its drainage facilities.; provided, however, MidAmerican shall not be required to relocate any (a) solar facilities wherever located or (b) any underground electric or communication lines located within two (2) miles of the substation, provided all such lines within two (2) miles of the substation shall be initially installed at least four (4) feet below any intersecting County drain tile. The MidAmerican agrees to commence such relocation or reconstruction of facilities within forty-five (45) days of receipt of written request from the County, or such longer time period as the County may specify, without cost to the County. Such reconstruction or realignment of MidAmerican's improvements shall be made in accordance with and approved by the County or its representative. If the MidAmerican is unable to comply within the time period specified above, the County may cause the work to be done, and the MidAmerican will pay the reasonable cost thereof upon receipt of a statement of such costs.

6.3. Damage Waiver. So long as MidAmerican timely receives the Notice of New Construction set forth in Section 6(A), the County

assumes no responsibility for damages to MidAmerican's property occasioned by any construction or maintenance operation of the County disclosed by such Notice of New Construction, subsequent to MidAmerican's installation.

**7. Termination**

MidAmerican shall have the option, in its sole discretion, to terminate the Project and this Agreement prior to commencing any construction, including any site grading and excavation work, for installation of the Project. If it elects to terminate this Agreement, MidAmerican shall submit a Notice to this effect to the County. Such notice shall be made in accordance with the requirements of Section 8 and shall be received at least five (5) days prior to the effective date of any termination. In the event MidAmerican terminates this Agreement, MidAmerican remains responsible for all of the County's costs and expenses reasonably incurred under this Agreement up to the date of such termination, including, but not limited to, costs and expenses for the Drainage Representative and County's legal costs, including reasonable attorneys' fees.

**8. Notices**

8.1 Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission.

8.2 Addresses. Notices shall be given to the Parties at their addresses set forth below.

Sac County  
116 South State Street Sac City, IA 50593E-mail:  
Attention:

MidAmerican Energy Company  
4299 Northwest Urbandale Drive  
Urbandale, Iowa 50322  
E-mail: Adam.Jablonski@midamerican.com  
Attn: Adam Jablonski

By Notice to the other Party, any Party may at any time designate a different address or person to which such notice or communication shall be given.

8.3 Notice. Unless otherwise provided in this Agreement, notice by hand delivery shall be effective upon receipt.

## 9. Default and Remedies

9.1 Remedies. If MidAmerican fails in any way to perform or observe any material covenant, condition, or obligation contained in this Agreement and such failure continues for a period of thirty (30) days after MidAmerican is notified by the County of such failure; or if the MidAmerican voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings; or if insolvency, receivership, reorganization, bankruptcy, or a similar proceeding shall be commenced against the MidAmerican and such proceeding remains undismissed or unstayed for a period of ninety (90) days, MidAmerican agrees that the County may do any, all, or any combination of the following:

- a. Halt all further approvals relating to the Project;
- b. Complete any work to be done by MidAmerican under this Agreement, including, without limitation, the inspection, repair or replacement of any Public Drainage System, or the remediation of any nuisance caused by MidAmerican's failure to complete any of its obligations under this Agreement and invoice the MidAmerican for the reasonable cost of such work. MidAmerican shall pay such amount within thirty (30) days of receipt of the invoice, or the County may draw on the security provided by MidAmerican pursuant to Section 3.4(b) or take such other action as the County deems appropriate to collect such amount;
- c. Seek injunctive relief;
- d. Suspend any work or improvement relating to the Project by issuing a stop work order; and/or
- e. Take any other action at law or in equity which may be available to the County. In the event the County brings suit against the MidAmerican to enforce the terms of this Agreement, if the County is the prevailing party in such suit, the MidAmerican shall pay the County's costs and expenses reasonably incurred in such action, including reasonable attorney's fees.

9.2 Events of Default and Notice. Unless otherwise provided for in this Agreement, if the MidAmerican fails to perform one or more of its obligations under this Agreement, the County may, at its option, declare the MidAmerican in default. The County shall give the MidAmerican written notice of the default, and the MidAmerican shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the MidAmerican fails to comply with any of the obligations of

Articles 1 and 2 of this Agreement, or if the MidAmerican undertakes or permits work or other activity in violation of the restrictions set forth in the Agreement and the County reasonably determines that expedited action by the MidAmerican is required, the County shall give the MidAmerican written notice of the default and the MidAmerican shall have 48 hours to cure the default. Unless written notice of a change of address or responsible individual is provided to the County, the County's notices shall be sufficient if personally delivered or sent by certified U.S. mail, postage prepaid or by overnight mail by a national carrier such as FedEx or UPS to the name and address provided in Section 8.2.

9.3 Failure to Cure Default. If the MidAmerican does not cure the default within the required period, then the County may avail itself of any remedy afforded it by law and any of the above cumulative, non-exclusive remedies. Provided, however, that if MidAmerican fails to comply with any obligation of the Agreement and the County reasonably determines that such failure has caused or is causing an immediate danger to public health and safety, the County may, in its reasonable discretion, immediately and without further notice to MidAmerican avail itself of any remedy afforded it by law and any of the above cumulative, non-exclusive remedies.

9.4 No Additional Waiver Implied by One Waiver. If any condition, obligation or agreement contained in this Agreement is breached by either Party and thereafter waived in writing by the opposite Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder. All waivers must be in writing to be effective.

9.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Parties shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.6 Notice to MidAmerican Parties. MidAmerican agrees to provide a copy of this Agreement to the MidAmerican Parties and to advise MidAmerican Parties of their obligations and requirements as subject to the terms of this Agreement. The MidAmerican shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all terms of this Agreement.

## 10. Indemnity

Anything to the contrary herein notwithstanding, the County and its elected and appointed officials, their officers, agents, employees, representatives and volunteers shall not be liable or responsible in any manner to the MidAmerican Parties or any contractor, subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever which are the MidAmerican's obligation to perform pursuant to this Agreement; the failure by MidAmerican to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; the failure by the MidAmerican to pay contractors, subcontractors, laborers, or materialmen; the failure by MidAmerican to pay for materials or; the failure by MidAmerican to obtain necessary permits and authorization to construct the work described in this Agreement. MidAmerican further agrees to indemnify, defend, and hold the County, its elected and appointed officials, its officers, engineers, agents, employees representatives and volunteers harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including reasonable attorneys' fees to the extent that such claims, demands, damages, actions or causes of action were not contributed to or caused by any of the County, its elected or appointed officials, its officers, engineers, agents, employees, representatives or volunteers.

During the period set forth in Section 4.5(a), the MidAmerican shall hold the County harmless from any damage that may result to any Public Drainage System because of the installation, construction or future maintenance/repair of the MidAmerican's installation and shall reimburse the County for any legitimate expenditures that the County may have to make in order to repair said Public Drainage System resulting from the MidAmerican's construction of the Project or any subsequent repair or modification thereto.

## 11. Miscellaneous Provisions

11.1 Assignment. Except as permitted in this Article, neither MidAmerican nor the County shall have the right nor the power to assign this Agreement without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MidAmerican may assign this Agreement, to an assignee or affiliate of MidAmerican who acquires all or substantially all of the assets related to the Project, and such assignment shall be valid and binding on all Parties, provided, that any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any permitted assignment hereunder, MidAmerican shall be relieved of all obligations, liabilities and responsibilities under this Agreement except to the extent that such obligations, liabilities and responsibilities arose prior to such permitted assignment.

11.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the MidAmerican and County and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.3 Iowa Law. This Agreement is entered into under the laws of the State of Iowa, and the Parties hereto intend that Iowa law shall apply to the interpretation hereof.

11.4 Severability. If any provisions of this Agreement are determined to be unenforceable, invalid or excessive, this Agreement can thereafter be modified, to implement the intent of the MidAmerican and County to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.

11.5 Authority. The MidAmerican and County each represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

11.6 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the MidAmerican and County and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.7 Agent for Service of Process. If MidAmerican is not an Iowa corporation, the MidAmerican shall appoint an agent for service of process in Iowa and register such address with the Secretary of State and shall provide written notice setting out the name, address and telephone number of said agent to County within thirty (30) days of the execution of this Agreement.

11.8 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, the MidAmerican and County shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The MidAmerican and County agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. The MidAmerican and County understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The MidAmerican and County agree to use

best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

11.9 Insurance. Before starting construction, Certificates of Insurance or self insurance acceptable to the County shall be filed by MidAmerican for itself and for the MidAmerican Parties, with the County Auditor and shall contain a provision that the policies will not be canceled or materially changed until at least ten (10) days prior written notice has been given to the County Auditor. All required policy limits can be met by combining current primary and excess or umbrella policy limits. This insurance shall be written for not less than the following limits:

<b>Workers' Compensation</b>	
<b>Contractor's Public Liability and Property Damage</b>	
Bodily injury	\$500,000
Each person	\$500,000
Each Accident	\$5,000,000
<b>Property Damage</b>	
Each Accident Aggregate	\$5,000,000
<b>Automobile</b>	
Public Liability and Property Damage	\$1,500,000
Bodily Injury	\$5,000,000
Each Person	\$1,500,000
Each Accident	\$5,000,000
Property Damage	\$1,500,000
Each Accident Aggregate	\$5,000,000

11.10 Timely Performance. Time is important in the performance of each and every obligation to be performed by the MidAmerican and County hereto.

11.11 Obligations Surviving Termination. Neither termination nor expiration of this Agreement will release either Party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

11.12 Force Majeure – Delays. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by MidAmerican under this Agreement is in whole or in part prevented or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, pandemic, 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 not the fault of MidAmerican, 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 leasehold rights or the development of the Project, then MidAmerican, upon giving notice to County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

11.13 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, MIDAMERICAN MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OF TITLE OR WARRANTIES OF ANY PRODUCTS OR SERVICES.

## **12. Entire Agreement**

This Agreement, together with all appendices hereto, constitutes the entire agreement between the MidAmerican and County with respect to the subject matter of this Agreement. This Agreement is specifically intended to replace the requirement that MidAmerican Parties obtain specific permits for individual crossings of the Public Drainage System and supersedes all prior agreements whether written or oral.

**IN TESTIMONY WHEREOF**, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**MIDAMERICAN ENERGY COMPANY**

**COUNTY OF WEBSTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Adam Jablonski  
Vice President, Project Development

Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

And: \_\_\_\_\_  
County Coordinator

Date: \_\_\_\_\_

**RECOMMENDED FOR**

By: \_\_\_\_\_  
Drainage Supervisor

Date: \_\_\_\_\_

**APPROVAL AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
County Drainage Attorney

Date: \_\_\_\_\_

**PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT**

**APPENDIX A  
POTENTIAL PUBLIC DRAINAGE SYSTEM IMPACTS PLAN**

## DECOMMISSIONING AGREEMENT

**THIS DECOMMISSIONING AGREEMENT** (this "**Agreement**") is effective as of this \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between **Sac County, Iowa** (the "**County**"), and **MidAmerican Energy Company**, an Iowa corporation ("**MidAmerican**"). The County and MidAmerican are collectively the "**Parties**" and each is individually a "**Party**" hereto.

### RECITALS

**WHEREAS**, MidAmerican desires to develop, construct and operate a 50MWac solar powered electrical generating facility in Sac County, Iowa consisting of photovoltaic solar panels and associated racking and inverters, collection system, access roads, met station(s) and a substation (the "**Project**");

**WHEREAS**, MidAmerican will obtain a Conditional Use Permit for the Project in accordance with the Solar Power Amendments to Sac County Zoning Ordinance (the "**Ordinance**");

**WHEREAS**, MidAmerican has the property rights necessary to access the Project for decommissioning, and pursuant to section 6.19.150.02.5 of the Ordinance, Project Company has provided a Decommissioning and Reclamation Plan for the Project, which **ATTACHMENT A** attaches hereto (the "**Decommissioning Plan**");

**WHEREAS**, the Decommissioning Plan provides for the removal of the Project and the restoration of soil and vegetation in accordance with the Ordinance (the "**Decommissioning Activities**");

**WHEREAS**, the Decommissioning Plan contains a net decommissioning cost estimate that an Iowa-licensed engineer prepared, estimating the total cost in current value to decommission the Project less the resale and salvage value of Project components (the "**Decommissioning Cost Estimate**");

**WHEREAS**, as an Iowa public utility in good standing, MidAmerican shall provide a statement of financial condition to the County in lieu of a financial security; and

**WHEREAS**, the County and MidAmerican wish to set forth their respective rights and obligations as to this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge and accept, the Parties agree as follows:

1. **Decommissioning Activities.** MidAmerican shall complete the Decommissioning Activities generally in accordance with the Decommissioning Plan and at MidAmerican's sole cost.

2. **Financial Security for Decommissioning Activities.** As an Iowa public utility, MidAmerican is not required to provide financial security to guarantee adequate funds to cover the decommissioning of the Project. MidAmerican shall provide a statement of financial condition to the County in lieu of a financial security. In the event MidAmerican desires to transfer or assign its rights or obligations under this agreement pursuant to section 3 to an entity other than an Iowa public utility, the County may require, prior to the assignment or transfer, a line of credit or other financial security from the assignee party.

3. No Transferability. No Party may transfer or assign its rights or obligations under the Agreement, in whole or in part, without the other Party's prior written consent; provided, however, MidAmerican may assign and delegate its rights and obligations under this Agreement without the prior consent of the County in connection with the sale of all or substantially all of its assets.

4. Notices. All notices shall be in writing. Delivery shall be via hand delivery or by registered or certified mail, return receipt requested, postage prepaid, to the Parties hereto at their respective addresses set forth below:

If to MidAmerican:

MidAmerican Energy Company  
4299 NW Urbandale Drive  
Urbandale, Iowa 50322  
Email: adam.jablonski@midamerican.com  
Attention: Adam Jablonski, Vice President Project Development

Sac County, Iowa  
116 South State Street  
Sac City, Iowa 50583  
Telephone: 712-662-7929  
Email: \_\_\_\_\_  
Attention: Board of Supervisors

Any Party may change its address for purposes of this Agreement by giving written notice of such change to the other Party in the manner provided in this Section. Any notice shall become effective upon actual receipt by the receiving Party, or five (5) days after mailing via certified or registered mail.

5. Miscellaneous.

a. Incorporation of Recitals. This Agreement incorporates the Recitals above.

b. Remedies and Enforcement. Each of the Parties hereto, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which goes uncured for thirty (30) days after receipt of written notice by the defaulting Party, the Party seeking to enforce said provisions shall have the right of specific performance. The remedy of specific performance and injunctive relief shall be in addition to any other remedy available at law or in equity.

c. Severability. If a court holds any provision of this Agreement invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can have effect without the invalid provision. The provisions hereof are severable.

d. Entire Agreement; Binding Effect. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings of the Parties as to the matters set forth herein. This Agreement binds the Parties and their respective successors and assigns.

e. Waiver; Amendments. No waiver of a Party's rights hereunder shall take effect unless it is in writing and bears the signature of the respective Party. Any amendment or modification to this Agreement shall be in writing and bear both Parties' signatures.

EXHIBIT C

f. Termination. This Agreement shall automatically terminate upon completion of the Decommissioning Activities.

g. Conflict. If there is a conflict between this Agreement and the Decommissioning Plan, this Agreement shall control.

h. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

i. Recording. MidAmerican may file a copy or memorandum of this Agreement with the Mills County Register of Deeds prior to commencing construction of the Project. The County shall promptly take all actions reasonably necessary to facilitate said recording upon request by MidAmerican.

j. Governing Law; Interpretation. Iowa law shall govern this Agreement except to the extent a conflict of law principle would direct application of another jurisdiction's laws. The Parties waive any rule of construction that would resolve ambiguities in favor of one Party. In no event shall either Party have liability under this Agreement for consequential, punitive, special, incidental or indirect damages.

k. Enforceability. The County is a political subdivision and municipal corporation of the state of Iowa, and as such, it holds certain sovereign governmental and police powers. In executing this Agreement, and regardless of any express statutory authorization or lack thereof to enter into this Agreement or an agreement of this type, the County acknowledges and accepts that it prospectively waives certain of those sovereign governmental and police powers, and the County agrees this Agreement binds on the County notwithstanding the subsequent election or appointment of County officials or the County's subsequent enactment or adoption of any laws, regulations, rules or similar pronouncements.

[Signatures commence on following page.]

**IN TESTIMONY WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**MIDAMERICAN ENERGY COMPANY**

**COUNTY OF SAC, IOWA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Adam Jablonski

Name: \_\_\_\_\_

Title: Vice President, Project Development

Title: Board of Supervisor Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Auditor

Date: \_\_\_\_\_

**APPROVAL AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Attorney

Date: \_\_\_\_\_

EXHIBIT C

**ATTACHMENT A**  
**DECOMMISSIONING PLAN**

[See attached]

A DECOMMISSIONING PLAN FOR

# Auburn Solar Project

Sac County, Iowa

JANUARY 7, 2025

PREPARED FOR:



PREPARED BY:

**Westwood**

**Westwood**

---

# Decommissioning Plan

Auburn Solar Project

Sac County, Iowa

Prepared for:

MidAmerican Energy Company  
4299 NW Urbandale Drive  
Urbandale, IA 50322

Prepared by:

Westwood Professional Services  
12701 Whitewater Drive, Suite 300  
Minnetonka, MN 55343  
(952) 937-5150

Project Number: 0059363.00

Date: January 7, 2025

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## Attachments

Attachment A: Decommissioning Cost Estimate

## 1.0 Introduction / Project Description

This Decommissioning Plan (“Plan”) has been prepared for the Auburn Solar Project in accordance with the Sac County Zoning Ordinance – Solar Power Amendments. The purpose of the Plan is to describe the means and methods that can be used to remove all structures, foundations, underground cables, and equipment and to reclaim and restore the land altered during the construction and operation of the solar project to its predevelopment condition to the extent feasible.

The Auburn Solar Project (“Project”) is a solar power generation project proposed by MidAmerican Energy Company (“Applicant”) in Sac County, Iowa. The Project will have an aggregate nameplate capacity of up to 50.4-megawatt (MW) alternating current (“AC”), 60.0-MW direct current (“DC”). Upon completion, the Project will comprise a solar array consisting of solar modules, tracking systems, inverters, transformers, underground collection lines, a substation, access roads, and fencing. The Project will be built within a general Project Area of approximately 407 acres.

The useful life of solar panels is generally considered to be 30 years. At that time, the Project will either be decommissioned or repowered with newer technology. The Plan identifies components which may be removed and areas that may be restored once the Project has a continuous one-year period in which no electricity is generated, or when the Project has surpassed the useful lifespan of the modules and facilities.

## 2.0 Proposed Future Land Use

Prior to the development of the Project, the land use of the project area was primarily agricultural production. After all equipment and infrastructure is removed during decommissioning, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade, and the site will be restored to pre-construction conditions to the extent practicable. Access roads and other areas compacted by equipment may be decompacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition to match preconstruction conditions. Please refer to Section 3.2 for a detailed description of reclamation activities.

## 3.0 Decommissioning Activities

Decommissioning of the Project will include removing the Facilities such as solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access roads, security fence, and drainage structures and sedimentation basins are included in the scope. Standard decommissioning practices will be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

During decommissioning, some Project infrastructure, such as the access roads, may be left in place, if applicable. Facilities, if deeper than four (4) feet below ground surface elevation, may be left in place to minimize land disturbance and associated impacts to future land use.

Decommissioning will include the removal and transportation of all project components from the Project site. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

### 3.1 Decommissioning of Project Components

#### 3.1.1 Solar Modules

Solar modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal. The decommissioning estimate has been prepared to show the costs for the current year. At the end of life, the modules will have negligible resale value.

#### 3.1.2 Racking

Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

#### 3.1.3 Steel Foundation Posts

Structural foundation steel posts shall be removed at a minimum to a depth of four (4) feet, removed, processed to appropriate size, and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. The posts can be removed using back hoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be decompacting in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

#### 3.1.4 Overhead and Underground Cables and Lines

All underground cables and conduits will be removed to a depth of four (4) feet. It is assumed that underground cables will be installed at a depth below four (4) feet, therefore this cost estimate assumes that most underground cables will be abandoned in place, with the exception of those running through the top four (4) feet to surface equipment. Twelve (12) inches of topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area. Overhead lines, support poles, and attachments will be removed from the Project and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards..

#### 3.1.5 Inverters, Transformers, and Ancillary Equipment

All electrical equipment will be disconnected and disassembled. All parts will be removed from the site

and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

### **3.1.6 Equipment Foundations and Ancillary Foundations**

The ancillary foundations are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation piles shall be removed to a depth of four (4) feet. Duct banks will also be excavated and removed to a depth of four (4) feet. All unexcavated areas compacted by equipment used in decommissioning will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

### **3.1.7 Fence**

Fence parts and foundations will be removed to a depth of four (4) feet from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

### **3.1.8 Access Roads**

Project access roads will be used for decommissioning purposes, after which removal of roads will be evaluated, and depending on the future use of the property, one of the following options will be pursued:

1. After final clean-up, roads may be left intact, unless otherwise restricted by federal, state, or local regulations.
2. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. Internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed. The subgrade will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming. The topsoil will be distributed across the reclaimed area and the reclaimed access road corridors will be tilled to an agricultural condition.

### **3.1.9 Substation**

Decommissioning of the collector substation will be performed with the rest of the Project. All steel, conductors, switches, transformers, and other components of the substation will be disassembled and taken off site to be recycled or reused. Foundations and underground components will be removed to a depth of at least four (4) feet. The rock base will be removed using bulldozers and backhoes or front loaders. The material will be hauled from the site using dump trucks to be reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Additionally, any permanent stormwater treatment facilities (e.g., infiltration ponds and engineered drainage swales) will be removed. Topsoil will be

reapplied to match surrounding grade to preserve existing drainage patterns. Topsoil and subsoil will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming.

### 3.2 Reclamation

Following decommissioning of the Project, the site will be reclaimed and revegetated to support future land use. The Applicant assumes that most of the site will be returned to farmland after decommissioning through implementation of appropriate measures to facilitate such uses. If no specific use is identified, the Owner will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Project decommissioning will be removed and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

## 4.0 Best Management Practices (BMPs)

### 4.1 Construction Stormwater Practices

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage with the Iowa Department of Natural Resources (IA DNR) under the National Pollutant Discharge Elimination System (NPDES) permit prior to initiating soil disturbing activities. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers (USACE) Section 404 Permit to Discharge Dredged or Fill Material.

#### 4.1.1 Erosion Control

Erosion control measures will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

#### 4.1.2 Sediment Control

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and

sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

#### **4.1.3 Controlling Stormwater Flowing onto and Through the Project**

Given the low gradient of the slopes in the project area, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control. If necessary, water may be diverted around the project site using diversion berms.

### **4.2 Permitting**

All decommissioning and reclamation activities will comply with Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the IA DNR NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the USACE or IA DNR. A Spill Prevention, Control, and Countermeasure (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

### **4.3 Health and Safety Standards**

Work will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

## **5.0 Timeline**

Decommissioning of the Project will be initiated if the project has not produced electricity for a period of up to twelve months. It is anticipated that the decommissioning activities for the project can be completed in a 20-week period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

## **6.0 Decommissioning Costs**

The decommissioning costs are calculated using current pricing. In keeping with the requirements of the Sac County Zoning Ordinance – Solar Power Amendments, the estimate of net costs should be updated periodically to recognize price trends for both decommissioning costs and the salvage and resale values of the components.

There are currently active markets for scrap steel, aluminum, and copper, used transformers and electrical equipment, and used solar panels. Scrap metal prices have been discounted from posted spot prices found on [www.scrapmonster.com](http://www.scrapmonster.com). Pricing for used panels has been discounted from the average price of used panels, as published in EnergyBin's 2023 "Module Price Index."

The total estimated cost of decommissioning the Auburn Solar Project is approximately \$4,701,382 (\$78,356 per MW). Estimated salvage/scrap value of the modules, racking, transformers, and other materials is approximately \$7,879,871. The net decommissioning costs after accounting for resale and salvage values is approximately \$3,178,500 in surplus, or \$52,975 in surplus per MW.



# Attachment A

## Decommissioning Cost Estimate

## Auburn Solar Project

	Quantity	Unit	Unit Cost	Total Cost
<b>Mobilization/Demobilization</b>	1	Lump Sum	\$295,300.00	\$295,300
<i>Mobilization was estimated to be approximately 7% of total cost of other items.</i>				
<b>Permitting</b>				
County Permits	1	Lump Sum	\$10,000.00	\$10,000
State Permits	1	Lump Sum	\$20,000.00	\$20,000
<b>Subtotal Permitting</b>				<b>\$30,000</b>
<i>Decommissioning will require SWPPP and SPCC Plans. Cost is an estimate of the permit preparation cost.</i>				
<b>Civil Infrastructure</b>				
Remove Gravel Surfacing from Road	7,010	Cubic Yards (BV)	\$2.89	\$20,259
Haul Gravel Removed from Road to Landfill (Boone, IA)	8,763	Cubic Yards (LV)	\$35.76	\$313,365
Dispose of Gravel Removed from Road (Landfill uses as Daily Cover)	11,357	Tons	\$0.00	\$0
Remove Geotextile Fabric from Beneath Access Roads	39,433	Square Yards	\$1.40	\$55,206
Haul Geotech Fabric to Landfill (Boone, IA)	11	Tons	\$23.27	\$256
Dispose of Geotech Fabric	11	Tons	\$38.00	\$418
Grade Road Corridor (Re-spread Topsoil)	17,745	Linear Feet	\$1.64	\$29,102
Decompact Road Area	8.1	Acres	\$222.97	\$1,806
Remove Fixed Knot Fence	26,695	Linear Feet	\$4.57	\$121,996
Haul Fixed Knot to Metal Recycling (Carroll, IA)	28	Tons	\$10.61	\$292
<b>Subtotal Civil Infrastructure</b>				<b>\$542,700</b>
<i>Civil removal costs are a combination of MNDOT unit costs where applicable, RSMMeans cost for Spencer, IA, and industry standards provided to Westwood.</i>				
<b>Structural Infrastructure</b>				
Remove Steel Foundation Posts (Arrays)	26,274	Each	\$16.60	\$436,148
Haul Steel Post to Metal Recycling (Carroll, IA)	2,365	Tons	\$10.61	\$25,093
Remove Tracker Racking per String	23,324	Each	\$35.47	\$827,302
Haul Tracker Racking to Metal Recycling (Carroll, IA)	4,268	Tons	\$10.61	\$45,283
<b>Subtotal Structural Infrastructure</b>				<b>\$1,333,827</b>
<i>Steel removal costs were calculated by using RSMMeans information for demolition of steel members. Hauling calculations are based on the locations of metals recyclers.</i>				
<b>Electrical Collection System</b>				
Remove PV Panels	139,944	Each	\$7.27	\$1,017,393
Haul PV 95% of Panels to Reseller (Louisville, KY)	4,983	Tons	\$171.47	\$854,435
Haul 5% of PV Panels to Landfill (Boone, IA)	262	Tons	\$24.50	\$6,419
Dispose of PV Panels	262	Tons	\$38.00	\$9,956
Remove Combiner Boxes	288	Each	\$60.00	\$17,280
Remove Equipment Skids	12	Each	\$1,167.48	\$14,010
Remove Steel Foundation Posts (Equipment Skids)	96	Each	\$16.60	\$1,594
Haul Steel Post to Metal Recycling (Carroll, IA)	6	Tons	\$10.61	\$61
Haul Equipment to Transformer Disposal (Waterloo, IA)	12	Each	\$412.83	\$4,954
Remove SCADA Equipment	1	Each	\$2,000.00	\$2,000
Remove DC Collector System Cables (copper)	60	Per MW	\$2,000.00	\$120,000
Remove Underground (AC) Collector System Cables & Fiber Optic	12	Locations	\$400.00	\$4,800
Load and Haul Cables for Recycling	7.6	Tons	\$12.20	\$93
Dispose of Fiber Optic Cables	0.1	Tons	\$38.00	\$3
<b>Subtotal Electrical Collection</b>				<b>\$2,052,997</b>
<i>Electrical removal costs of PV Panels and Combiner Boxes were based industry standard installation rates. Equipment pads, MIV Equipment, and SCADA Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and RSMMeans information on crew production rates.</i>				

## ATTACHMENT A

**Transmission System**

Remove Overhead Cables	50	Feet	\$4.11	\$206
Loadout Overhead Cables	1.0	Tons	\$6.16	\$6
Haul Overhead Cables to Metals Recycling (Carroll, IA)	1.0	Tons	\$10.61	\$11
Remove Insulators and Gangs	6	Each	\$854.90	\$5,129
Remove and Load Timber Transmission Poles	2	Each	\$432.85	\$866
Haul Timber Poles to Landfill (Boone, IA)	2	Each	\$462.16	\$924
Erosion and Sediment Controls	13	LF	\$3.88	\$49
Till Disturbed Areas to Agricultural Condition	0.1	Acres	\$177.52	\$18
<b>Subtotal Transmission System</b>				<b>\$7,208</b>

**Substation**

Disassemble and Remove Main Power Transformer(s)	1	Each	\$4,500.00	\$4,500
Haul Transformer(s) Offsite	1	Each	\$825.65	\$826
Haul Transformer Oil Offsite	12,830	Gallons	\$0.17	\$2,119
Dispose of Transformer (Including Oil) (Salvage Value)	1	Each	\$0.00	\$0
Excavate Around Transformer Foundation(s)	1	Each	\$1,848.33	\$1,848
Remove Complete Transformer Foundation(s)	83	Cubic Yards	\$86.58	\$7,186
Backfill Excavation Area from Transformer Foundation Removal	168	Cubic Yards	\$42.86	\$7,200
Haul Concrete (Foundations Transformer, Switch Gear, etc.)	168	Tons	\$24.49	\$4,114
Dispose of Concrete from Transformer Foundation	168	Tons	\$38.00	\$6,384
Demolish Substation Site Improvements (fences, etc)	1	LS	\$3,500.00	\$3,500
Demolish Control Building and Foundation	1	LS	\$12,000.00	\$12,000
Remove Medium/High Voltage Equipment	1	LS	\$3,500.00	\$3,500
Remove Structural Steel Substation Frame	1	LS	\$3,500.00	\$3,500
Remove Copper Ground Grid	1	LS	\$4,930.28	\$4,930
Load Copper Wire	20,000	Feet	\$0.32	\$6,400
Haul Copper Wire to Recycling	6.5	Tons	\$10.61	\$69
Haul - Demolition Materials, Removed Equipment & Structural Steel	10	Tons	\$10.61	\$106
Dispose of Demolition Materials & Removed Equipment	10	Tons	\$38.00	\$380
Remove and Load Gravel Surfacing from Substation Site	1,433	Cubic Yards (BV)	\$2.89	\$4,141
Haul Gravel Removed from Substation Site	1,791	Cubic Yards (LV)	\$35.76	\$64,046
Grade Substation Site	1	LS	\$4,930.28	\$4,930
Erosion and Sediment Control at Substation Site	485	LF	\$3.88	\$1,882
Decompact Substation Site (Subsoiling)	1.3	Acres	\$222.97	\$290
Till Substation to Agricultural Condition	1.3	Acres	\$177.52	\$231
<b>Subtotal Substation</b>				<b>\$144,083</b>

**Site Restoration**

Stabilized Construction Entrance	6	Each	\$2,000.00	\$12,000
Perimeter Controls (Erosion and Sediment Control)	13,348	Linear Feet	\$3.88	\$51,790
Permanent Seeding on Roadway Areas	8.1	Acres	\$1,113.20	\$9,017
Till Array Areas to Agricultural Condition	406	Acres	\$177.52	\$72,039
<b>Subtotal Site Restoration</b>				<b>\$144,847</b>

**Project Management**

Project Manager	20	Weeks	\$3,749.00	\$74,980
Superintendent (half-time)	20	Weeks	\$1,762.50	\$35,250
Field Engineer (half-time)	20	Weeks	\$1,634.50	\$32,690
Clerk (half-time)	20	Weeks	\$375.00	\$7,500
<b>Subtotal Project Management</b>				<b>\$150,420</b>

*Standard industry weekly rates from RSMMeans.*

**Subtotal Demolition/Removals****\$4,701,382**

ATTACHMENT A

**Salvage**

Fencing (Fixed Knot)	28	Tons	\$204.12	\$5,623
Steel Posts	1,892	Tons	\$204.12	\$386,195
<b>Module Racking</b>	<b>4,268</b>	<b>Tons</b>	<b>\$204.12</b>	<b>\$871,184</b>
PV Modules	132,947	Each	\$48.83	\$6,491,128
<b>Transformers and Inverters</b>	<b>87,528</b>	<b>Pounds</b>	<b>\$0.32</b>	<b>\$28,009</b>
Substation Transformers (Core and Coils)	70,509	Pounds	\$0.32	\$22,563
<b>Substation Transformers (Tanks and Fittings)</b>	<b>24</b>	<b>Tons</b>	<b>\$204.12</b>	<b>\$4,899</b>
Transformers (Oil)	21,950	Gallons	\$0.70	\$15,365
<b>Substation Ground Grid (Copper)</b>	<b>13,000</b>	<b>Pounds</b>	<b>\$2.93</b>	<b>\$38,090</b>
DC Collection Lines (Copper)	12,720	Pounds	\$1.07	\$13,610
<b>AC Collection Lines (Aluminum)</b>	<b>2,250</b>	<b>Pounds</b>	<b>\$0.82</b>	<b>\$1,845</b>
Ground Conductor Lines (Copper)	229	Pounds	\$1.07	\$245
<b>Transmission Lines (Steel)</b>	<b>0.4</b>	<b>Tons</b>	<b>\$244.94</b>	<b>\$92</b>
Transmission Lines (Aluminum)	1,248	Pounds	\$0.82	\$1,023
<b>Subtotal Salvage</b>				<b>\$7,879,871</b>

*Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel*

<b>Total Demolition Minus Salvage</b>	<b>(\$3,178,500)</b>
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Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

### Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the Auburn Solar Project, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on Auburn Solar Preliminary Site Plan, dated May 15, 2023.
2. A project of this size and complexity requires a full-time project manager with half-time support staff.
3. RS Means pricing was used for the Spencer, IA region for timeframe of quarter 4 of 2024.
4. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
7. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as "daily cover" at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.
8. The selected disposal facility (Boone County Landfill) is located in Boone, IA, approximately 64 miles from the project site. Hauling costs to the landfill are estimated to be \$23.27 per ton.
9. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
10. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as \$222.97 per acre and tilling to an agriculture-ready condition is estimated as \$177.52 per acre.
11. The selected metal recycling facility (Quandt Auto Salvage, Inc.) is located in Carroll, IA, approximately 13 miles from the project site. Hauling costs to the recycling facility are approximately \$0.82 per ton mile, or \$10.61 per ton.
12. Tracker foundation posts are lightweight "I" beam sections installed with a specialized piece of equipment and can be removed with a standard backhoe with an attachment for gripping the piles. We estimate crew productivity at 240 posts per day, resulting in a per post cost of approximately \$16.60. The posts weigh approximately 150 pounds each.
13. It is assumed that the racking structures weigh approximately 15 pounds per linear foot of array. Each solar panel has a width of 49.02 inches. The Project will have approximately 139,944 modules and 569,106 feet of array. The arrays are made of steel pipes; a crew with hand tools can

- disassemble and cut the pieces to sizes for recycling at a rate of about 1800 pounds per person per hour, or about \$193.84 per ton.
14. The solar panels for this project measure approximately 4.08 feet by 6.64 feet and weigh 74.96 pounds. They can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 36 panels per hour.
  15. The medium voltage (MV) equipment skids will weigh approximately 34,700 pounds and can be disconnected by a crew of electricians. They must be lifted by a mobile crane for transport to the recycler. They contain copper or aluminum windings.
  16. The transformers contain copper windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of metal frame and conduits feeding the equipment.
  17. The MV equipment and SCADA equipment are mounted on the same equipment skids as the inverters and transformers, and they are enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs for the removal of the pile foundations are included in the "Remove Steel Foundation Posts" estimate.
  18. The underground collector system cables are placed in trenches with a minimum of 18 inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
  19. Perimeter control pricing is based on silt fence installation around downgradient sides of the project perimeter.
  20. Metal salvage prices (steel, aluminum, copper) are based on November 2024 quotes from [www.scrapmonster.com](http://www.scrapmonster.com) for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
  21. A reduction of 25% has been taken from all pricing obtained from [www.scrapmonster.com](http://www.scrapmonster.com) to reflect the processing by the contractor to meet the specifications.
  22. The salvage value for steel uses pricing from the Midwest United States at \$300 per metric ton, or \$272.16 for U.S. ton.
  23. Solar module salvage values are shown in current values, assuming near-new conditions for the first few years of operations. Pricing for used panels has been discounted from the average resale price of used panels, as published in EnergyBin's 2023 "Module Price Index." Module values will decline over time as a function of loss of output and age.
  24. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. However, we have assumed that the electrical equipment will be obsolete at the time of decommissioning, so we have based the pricing on a percentage of the weight that reflects the copper windings that can be salvaged. Pricing was used for Copper Transformer Scrap for the Midwest United States, at \$0.42 per pound.
  25. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 50% recovery rate (\$1.43 /pound) and E.C. Aluminum Wire (\$1.09 /pound).  
Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

**ROAD USE AND REPAIR AGREEMENT**

**THIS ROAD USE AND REPAIR AGREEMENT** (“Agreement”) as entered into is effective as of the \_\_\_\_\_ day of April 2025, by and between MidAmerican Energy Company, an Iowa corporation (“**MidAmerican**”), and Sac County, Iowa (“**County**”), (the “Parties”).

**RECITALS**

- A. WHEREAS, MidAmerican desires to develop, construct, and operate a 50MW solar powered electric generation facility in Sac County, Iowa consisting of photovoltaic solar panels and associated racking and inverters, collection systems, access roads, met stations, , and a substation (the “Project”); and
- B. WHEREAS, the Parties intend to memorialize herein their respective rights, obligations and responsibilities with respect to, among other things, the improvement, use and maintenance of County roads during the development and construction of the Project; and
- C. WHEREAS, among such memorialized rights, obligations and responsibilities, the Parties incorporate herein the protection of the roads identified on Appendix A hereto (hereinafter referred to as the “Designated Roads”), all in accordance with the terms and conditions set forth herein; and
- D. WHEREAS, the Parties commit to communicate and cooperate in good faith to promote the safe development and construction of the Project and to work together to prevent or correct any damage or adverse effects to the Designated Roads that may result from the Project; and
- E. WHEREAS, in connection with the development and construction of the Project, it may be necessary for MidAmerican and its contractors, subcontractors, suppliers or designees and each of their representatives and permitted assigns (collectively with MidAmerican, hereinafter referred to as the “MidAmerican Parties”) to:
  - a. transport heavy equipment and materials over Designated Roads located in the County,
  - b. make certain modifications and improvements (both temporary and permanent) to such Designated Roads to allow access road construction and to allow equipment and materials to pass over existing Designated Roads;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT****1. Designated Roads**

1.1 Designated Roads Identification. MidAmerican shall, at its own expense, no later than thirty (15) days prior to the start of the construction on the Project, identify the Designated Roads that will be used by the MidAmerican Parties during the development and construction of the Project attached hereto as Appendix A. MidAmerican shall provide a minimum of two (2) copies of Appendix A to the "County Engineer" for the County (including any successors, the "County Engineer") for review and County Engineer shall provide comments to MidAmerican within ten (10) days of receipt of Appendix A. Appendix A shall be approved by the County Engineer, which approval shall not be unreasonably conditioned, withheld or delayed. The County agrees that, from time to time, MidAmerican may include additional routes as Designated Roads by first (i) submitting an updated version of Appendix A to the County that includes such additional roads and (ii) performing an Initial Evaluation (as defined below), on such additional roads and submitting an amended Appendix B. Upon approval of said updated versions of Appendices A and B by County Engineer, which approval shall not be unreasonably conditioned, withheld or delayed, Appendices A and B to this Agreement shall be automatically amended and restated as such updated versions of Appendices A and B without any further action required by either Party. In connection with the development and construction of the Project, the County hereby acknowledges and agrees that the MidAmerican Parties may use the Designated Roads at any time, seven (7) days a week.

1.2 Use of Designated Roads. In addition to identifying the Designated Roads that will be used by MidAmerican Parties during the development and construction of the Project, Appendix A identifies the routes over the Designated Roads that will be used for: (i) transportation and delivery of road aggregate, photovoltaic solar panels, steel piles and associated racking/tracking and inverters, and related components and other materials and equipment to be used in connection with the Project; (ii) transportation leaving the Project site following delivery of equipment and components and other materials and equipment; (iii) movement of loading, unloading and construction equipment; (iv) transportation and delivery of locally sourced materials, including concrete and gravel and (v) transportation leaving the Project following delivery of locally sourced material, including concrete and gravel. In connection with the development and construction of the Project, the County hereby acknowledges and agrees that MidAmerican Parties may use the Designated Roads at any time, seven (7) days a week.

1.3 Evaluation of Designated Roads. Following the initial identification and agreement of the Designated Roads pursuant to Section 1.1 but no later than ten (10) days prior to the start of the construction on the Project, County Engineer shall, at MidAmerican's expense, hire a qualified independent engineer ("Engineer") to inspect and structurally assess all Designated Roads bridges and culverts and to provide a report ("Initial Evaluation") to be included by reference in Appendix B of this Agreement. The Initial Evaluation shall include or address all of the following items:

- a. The Engineer shall determine if the Designated Roads bridges and culverts have the structural capacity to carry the anticipated loads generated by the Project.
- b. Engineer shall provide a recommendation as to how the Designated Roads bridges and culverts will be made sufficient, based on the Engineer's Initial

EXHIBIT D

Evaluation. All costs associated with making the Designated Roads sufficient to carry the loads generated by the Project shall be reimbursed to the County by MidAmerican.

- c. Additional evaluations shall be conducted only in the event the Parties mutually agree upon a need to reevaluate the Designated Roads.

Additionally, MidAmerican shall conduct a survey, including photographs or video, to document the conditions of the Designated Roads prior to commencing construction and submit it to the County Engineer.

1.4 Examination of Designated Roads. The County Board of Supervisors shall appoint a designated engineer ("Road Representative") to inspect and approve all construction and repair activities by MidAmerican that impact the Designated Roads. All reasonable compensation, wages, mileage, and other legitimate expenses for said Road Representative will be paid by MidAmerican and shall be invoiced by the County to MidAmerican monthly. Said Road Representative will be responsible for inspecting all crossings of the County's various Drainage District improvements including underground tiles, open ditches, and related facilities (hereinafter said public drainage facilities shall collectively be referred to as the "Public Drainage System") and shall have the authority to require MidAmerican Parties to excavate and expose the crossing of any Public Drainage System where the Road Representative believes it prudent to visually examine same. Further, said Road Representative has the authority in his or her reasonable discretion to suspend construction in the event of imminent risk to persons or property resulting from MidAmerican Parties' activities under this Agreement by verbal order to MidAmerican Parties at the Project site followed by a telephone call to MidAmerican Parties within six (6) hours of the verbal order and a written notice to MidAmerican Parties within twenty-four (24) hours of the verbal order specifying details relating to the imminent risk that the construction activity poses as well as a timeline for resuming activities.

## 2. **General Obligations of MidAmerican**

2.1 Notice of Construction. MidAmerican Parties agree to give the County forty-eight (48) hours' notice of their intention to commence construction on the Project in Sac County. Said notice shall be made in writing to the County Engineer. Notice cannot be given until the County issues its approval of the Project, which approval will be evidenced by issuance of the Sac County Building/Zoning Permit to MidAmerican.

2.2 Construction Period Meetings. Beginning with commencement of construction of the Project and before delivery of materials and equipment to the Project site, MidAmerican and the County Engineer shall meet from time to time upon the reasonable request of the County Engineer to discuss the expected use of the Designated Roads, including the construction schedule and the Designated Roads to be used. The County Engineer shall have authority to act on behalf of the County.

2.3 Maintenance of Traffic. MidAmerican shall provide and maintain all traffic control devices required by IA MUTCD (as defined below) solely as a result of its and MidAmerican Parties' activities on the Project throughout construction of the Project for the safe and efficient movement of the public. Access to public roadways for emergency vehicles must be maintained and special attention will be required for the maintenance of existing planned routes of school

buses and mail carriers. Should any Designated Road become impassable at any time, MidAmerican shall notify the Law Enforcement Center immediately and make necessary accommodations for the traveling public and emergency vehicles. Maintenance of traffic shall be in conformance with the Iowa Manual on Uniform Traffic Control Devices ("IA MUTCD"); this includes, but is not limited to, the following:

- a. To advise, warn, and alert the traveling public of construction in advance of the Project and on all roads, streets, and public trails approaching or crossing the Project.
- b. To control and guide traffic through the Project; and if necessary to provide necessary flag persons and pilot vehicles.

MidAmerican shall be required to respond as soon as practicable but not later than 24 hours after any call from the County Engineer (or his authorized designee) concerning any request for improving or correcting safety related traffic control devices. If, at any time, MidAmerican fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the County reserves the right to properly correct the deficiency at the expense of MidAmerican.

### **3. Construction & Repair Standards**

3.1 Obligation to Repair Roads. If the Designated Roads or related appurtenances, including bridges, culverts, traffic control devices, and other road fixtures are damaged by MidAmerican's use of such Designated Roads, MidAmerican shall reasonably promptly (having due regard for public safety and the presence of emergency conditions) repair (or cause to be repaired) such damage to a condition at least as good or better (in MidAmerican's discretion) than the condition as it existed immediately prior to MidAmerican's first use of the Designated Roads as referenced in Appendix B. Following completion of such repair, the County Engineer and MidAmerican shall jointly inspect the repair to determine that it has been completed satisfactorily. The County understands and agrees that MidAmerican shall not be responsible for any damage to the Designated Road that is not caused by MidAmerican. If the Designated Road is maintained in accordance with this Agreement and continues to meet the requirements of the Initial Evaluation, there should be no additional repairs required.

3.3 Rough Terrain (RT) Cranes. MidAmerican shall be permitted to drive the RT Cranes down the graveled roadways and cross perpendicular to paved roadways under the authority of the County provided MidAmerican provides the County a map identifying the RT Crane routes prior to RT Cranes actually using the roadways.

3.4 Maintenance of Roads During Construction. MidAmerican shall maintain all Designated Roads during construction in a condition that is reasonably satisfactory to allow for the safe passage and use by motor vehicles and to the reasonable satisfaction of the County Engineer. Maintenance during construction shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that all roadways and structures are kept in such reasonably satisfactory condition at all times. If, at any time, MidAmerican fails to comply with these provisions, the County Engineer will notify MidAmerican

of the deficiencies. If MidAmerican fails to remedy unsatisfactory maintenance within 24 hours after receipt of verbal or written notice to do so, the County may immediately proceed to maintain the roadway at the expense of MidAmerican. Maintenance may include but is not limited to dust control measures, pavement sweeping, blading of gravel surfaces, aggregate surfacing, and bituminous surfacing. The County may, in its discretion and as staff time permits, make daily inspection of the Designated Roads and to ensure compliance with MidAmerican's maintenance and safety obligations. For the entire portion of any gravel roadway that is being used for hauling operations, MidAmerican Party shall provide dust control measures. The gravel road surface shall be bladed as needed to provide the safe travel of automobiles. When a roadway is not passable for automobiles in a safe manor due to rutting, potholes or other deformation of the roadway, corrective action shall be taken. The materials, placement, and workmanship shall be in accordance with the Iowa Department of Transportation's Standard Specifications for Highway and Bridge Construction 2009 edition. All costs associated with the maintenance of Designated Roads during construction shall be paid by MidAmerican.

3.5 Conditions Relating to Work within Right-of-Way. MidAmerican shall comply with the following conditions in connection with any repair, maintenance or other work to be conducted within any public right-of-way:

- a. MidAmerican shall provide the County with written notice of intent to work within the right-of-way at least five (5) days before beginning work.
- b. MidAmerican shall not begin any work within the right-of-way until it receives written notice necessary to proceed from the County Engineer, which notice shall be given as soon as can reasonably be issued accounting for safety concerns.
- c. MidAmerican shall provide the County with written notice of the identity of any contractor MidAmerican intends to use to perform the work within the right-of-way. MidAmerican will accept responsibility as the general contractor for the repair and maintenance.
- d. MidAmerican will be responsible for all costs relating to the maintenance, repair or reconstruction of the Designated Roads, soil and erosion control measures, and related improvements, if required by this Agreement.
- e. Following completion of the work by MidAmerican, the Designated Roads, soil and erosion control measures, and related improvements will be subject to the inspection and reasonable approval of the County Engineer. If any material or repair supplied does not conform to the restoration criteria and is reasonably rejected by the County Engineer, as defective or unsuitable, then such rejected material or repair shall be removed and replaced with approved material or repair, to meet the restoration criteria and the reasonable satisfaction and approval of the County Engineer, entirely at the cost and expense of MidAmerican. The approval of the County Engineer shall not be unreasonably conditioned, withheld or delayed.

#### **4. Modifications to Designated Roads**

4.1 Modifications to Designated Roads. The County hereby acknowledges, agrees and consents to modifications by MidAmerican Parties to the Designated Roads as are reasonably necessary to accommodate the use of the Designated Roads by MidAmerican Parties, including the widening of existing roads, construction of new entrances, modifications to turning radii, the strengthening, lengthening and/or spanning of existing culverts and bridges, and other modifications reasonably necessary to accommodate the development, construction, and operation of the Project.

- a. Drainage intakes located in the road right of way shall be protected from siltation or relocated with the reasonable approval of the County Engineer.
- b. All traffic control shall be maintained per the IA MUTCD. Deviations without documentation shall not be permitted.
- c. The County shall remove and replace all signs within the right-of-way. MidAmerican will be responsible for installing additional temporary regulatory signs on crash tested portable supports to supplement the permanent signs on intersections that are widened.

4.2 Compliance with Law. MidAmerican agrees that all modifications made pursuant to Section 4.1 shall comply with all applicable laws. The County Engineer shall provide for inspection of signage.

## **5. Completion of Repairs and Restoration and Certificate of Completion**

5.1 Preliminary Punchlist. Not more than forty-five (45) days and not less than thirty (30) days before the completion of the last turbine on the Project, MidAmerican shall issue a preliminary punch list of items requiring restoration or repair under this Agreement. The County shall review the preliminary punch list and provide comments to MidAmerican within Twenty-One (21) days of receipt of the preliminary punch list. MidAmerican will proceed with correcting all punch list items upon which MidAmerican and County agree. If there are items upon which MidAmerican and County disagree or which the County wishes to have added to the punch list, MidAmerican and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, the Engineer will review the items and this Agreement and determine whether the items in dispute should be part of the punch list. The determination of the Engineer shall be final. MidAmerican shall make repairs in accordance with the determination by the Engineer.

5.2 Final Punch List. No later than thirty (30) days after completion of the last turbine on the Project, MidAmerican shall issue a final punch list of any items requiring repair or restoration under this Agreement. The County shall review the final punch list and provide comments to MidAmerican within thirty (30) days of receipt of the final punch list. MidAmerican will proceed with correcting all punch list items upon which MidAmerican and County agree. If there are items upon which MidAmerican and County disagree or which the County wishes to have added to the punch list, MidAmerican and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, the Engineer will review the items and this Agreement and determine whether the items in dispute should be part of the punch list. The determination of the Engineer shall be final. MidAmerican shall make repairs in accordance with the determination by the Engineer.

5.3 Completion of Punch List. MidAmerican shall complete all final punch list items no later than thirty (30) days after agreement with the County on the final punch list or, if punch list items have been in dispute, no later than thirty (30) days after a determination by the Engineer; provided however, that if seasonal issues or weather conditions warrant completion of the final punch list items the following spring/summer, the Parties will reasonably agree on a mutually acceptable outside date for completion of these items when weather permits.

5.4 Certificate of Completion. Upon completion of all items on the final punch list or upon determination by the Parties that no items requiring correction exist such that a final punch list is not necessary, the County Engineer shall promptly issue a Certificate of Completion to MidAmerican certifying the date on which all final punch list items were completed or such determination that no final punch list is required was made.

5.5 Continuing Obligations of MidAmerican.

- a. Notwithstanding the issuance of the Certificate of Completion, and acknowledging that certain damage to the Designated Roads caused by the Project may not be discovered or manifest itself until after completion of the Project's construction activities, MidAmerican hereby agrees that for a period of one (1) year from and after the date of the Certificate of Completion, it shall be responsible to repair any damage to the facilities of the Designated Roads caused by MidAmerican Parties' construction activities prior to issuance of the Certificate of Completion. In the event during said one-year period the County Engineer identifies damage to a Designated Roads that he believes is a result of MidAmerican Parties' construction activities, the County shall notify MidAmerican of such. If MidAmerican acknowledges that the damage was the result of MidAmerican Parties' performance of the Project, it shall remedy same pursuant to the provisions of this Agreement. If the parties cannot agree on the cause or extent of the damage, they shall retain an independent licensed engineer acceptable to both to determine whether the damage was a result of MidAmerican Parties' performance of the Project and the scope of repair necessary to remedy same. The determination of the independent engineer shall be conclusive and binding on both parties.
- b. In order to secure its obligations under this Agreement, the County agrees to waive the requirement for financial security if and so long as MidAmerican provides reasonable evidence to the County that; i) MidAmerican maintains not less than an investment grade credit rating, ii) MidAmerican is a public utility regulated by the Iowa Utilities Commission or if MidAmerican has no credit rating, maintains a certain minimum financial net worth as reasonably determined by the County. Not less than thirty (30) days prior to the start of construction of the Project, MidAmerican shall provide reasonable evidence to the County Engineer that it meets the requirements set above. If MidAmerican does not meet the requirements above then it agrees to provide the County with any of the following forms of security selected by MidAmerican: a cash security deposit, a guarantee, a security bond, irrevocable letter or other form of security reasonably acceptable to the County. Such security for payment shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). The proposed form shall be provided within forty-five (45) days from the execution of this

Agreement and shall be in effect within (30) days following the Notice set forth in Section 2.1. Upon one (1) year anniversary date of the Project's commercial operation, the County will return the foregoing security to MidAmerican.

- c. MidAmerican shall also be responsible to remedy any damage to the County roadways caused by MidAmerican Parties arising from the Project or the operation, maintenance, or repair of the Project from and after the date of the Certificate of Completion. This obligation shall be ongoing for so long as the Project remains in operation.

## 6. Failure to Repair

If MidAmerican fails to properly repair any portion of the Designated Roads as required hereunder, the County may demand in writing that MidAmerican repair the same within thirty (30) days after delivery of the demand; provided however, that if seasonal issues or weather conditions warrant completion of the repairs the following spring/summer, the Parties will reasonably agree on a mutually acceptable outside date for completion of these items when weather permits. If MidAmerican does not complete the required repairs within thirty (30) days after receipt of the demand from the County, then, unless MidAmerican and County mutually agree otherwise, the County may make such repairs and invoice MidAmerican for the reasonable cost of such repairs. MidAmerican shall pay such amount within thirty (30) days of receipt of the invoice, or the County may draw on the security provided by MidAmerican pursuant to Section 5.5(b).

## 7. County's Representations, Warranties and Covenants

7.1 Notice of New Construction. The County shall give MidAmerican at least sixty (60) days written notice of any scheduled maintenance repairs or construction of any road, including the Designated Roads, that the County believes may impact any of MidAmerican Parties rights set forth in this Agreement. The County shall also give at least twenty-four (24) hours verbal (via telephone) notice of emergency maintenance repairs of any road, including the Designated Roads, that the County believes may impact any of MidAmerican Parties rights set forth in this Agreement. Emergency (24 hour) notice shall be given by calling MidAmerican's designated representative. The County Engineer shall inform all County contractors, workers, and employees of the location of MidAmerican Parties construction activities associated with the Project.

7.2 Construction Period Meetings. Beginning with commencement of construction of the Project and before delivery of materials and equipment to the Project site, MidAmerican and the County Engineer shall meet from time to time upon the reasonable request of MidAmerican to discuss the expected use of the Designated Roads, including the construction schedule and the Designated Roads to be used. The County Engineer shall have authority to act on behalf of the County.

7.3 Cooperation. To facilitate MidAmerican's obtaining of financing for the Project, the County shall make all reasonable efforts to provide such consents to assignments and other documents as may be reasonably requested by debt or equity financing parties in connection with the financing of the Project; provided, that in responding to any such request, the County shall have no obligation to provide any consent or other document that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of the County's rights, benefits, risks and/or obligations under this Agreement.

## 8. Termination.

MidAmerican shall have the option, in its sole discretion, to terminate the Project and this Agreement prior to commencing any construction including any site grading and excavation work for installation of the Project. If it elects to terminate this Agreement, MidAmerican shall submit a Notice to this effect to the County. Such Notice shall be made in accordance with the requirements of Section 10 and shall be received at least five (5) days prior to the effective date of any termination.

## 9. General Provisions

9.1 No Assignment without Consent. Except as permitted in this Article, neither MidAmerican nor the County shall have the right nor the power to assign this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MidAmerican may assign this Agreement, to an assignee or affiliate of MidAmerican who acquires all or substantially all of the assets related to the Project, and such assignment shall be valid and binding on all Parties, provided, that any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any permitted assignment hereunder, MidAmerican shall be relieved of all obligations, liabilities and responsibilities under this Agreement except to the extent that such obligations, liabilities and responsibilities arose prior to such permitted assignment.

9.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, MidAmerican and County and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project site or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

9.3 Iowa Law. This Agreement is entered into and shall be interpreted under the laws of the State of Iowa without regard to its conflict of laws provisions. Any legal action to interpret or enforce this Agreement shall be brought in the Iowa District Court for Sac County, Iowa.

9.4 Severability. If any provisions of this Agreement are determined to be unenforceable, invalid or excessive, this Agreement can thereafter be modified, to implement the intent of MidAmerican and County to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.

9.5 Authority. MidAmerican and County represent and warrant that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

9.6 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of MidAmerican and County hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.7 Agent for Service of Process. MidAmerican shall appoint an agent for service of process in Iowa and register such address with the Secretary of State and shall provide written notice setting out the name, address and telephone number of said agent to County within thirty (30) days of the execution of this Agreement.

9.8 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, MidAmerican and County shall act reasonably in giving consent, approval, or taking any other action under this Agreement. MidAmerican and County agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. MidAmerican and County understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. MidAmerican and County agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith towards resolution of any such issues.

9.9 Insurance. Before starting construction, Certificates of Insurance or self-insurance acceptable to the County shall be filed by MidAmerican for itself and for MidAmerican Parties, with the County Engineer and shall contain a provision that the policies will not be canceled until at least ten (10) days prior written notice has been given to the County Engineer. All required policy limits can be met by combining current primary and excess or umbrella policy limits. This insurance shall be written for not less than the following limits:

<b>Workers' Compensation</b>	
<b>Contractor's Public Liability and Property Damage</b>	
Bodily injury	\$500,000
Each person	\$500,000
Each Accident	\$5,000,000
<b>Property Damage</b>	
Each Accident Aggregate	\$5,000,000
<b>Automobile</b>	
Public Liability and Property Damage	\$1,500,000
Bodily Injury	\$5,000,000
Each Person	\$1,500,000
Each Accident	\$5,000,000
Property Damage	\$1,500,000
Each Accident Aggregate	\$5,000,000

Sac County, its elected and appointed officials, its officers, engineers, agents, employees, representatives and volunteers shall be included as additional insured under the Contractors Liability and Auto Liability policies.

9.10 Obligations Surviving Termination. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

9.11 Force Majeure – Delays. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by MidAmerican under this Agreement is in whole or in part prevented 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 not the fault of MidAmerican, 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 leasehold rights or the development of the Project, then MidAmerican, 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.

9.12 Disclaimer of Warranties. Except as otherwise set forth in this Agreement, MidAmerican makes no, and expressly disclaims any, warranties of any kind or nature, whether express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose or use, warranties of title or warranties of any products or services.

9.13 No Consequential Damages. In no event will MidAmerican Parties be liable to the County or any of its affiliates (or their respective successors or permitted assigns) for any consequential, incidental, indirect, punitive or special damages (including loss of profits, business or good will) in connection with this Agreement, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if the County is advised of the likelihood of such damages.

## 10. Notices.

10.1 Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by email.

10.2 Addresses. Notices shall be given to the Parties at their addresses set forth below.

Sac County  
Attention:  
116 South State Street Sac City, IA 50593  
E-mail:  
Attention:

MidAmerican Energy Company  
Attention: Adam Jablonski, Vice President Project Development  
4299 NW Urbandale Drive  
Urbandale, IA 50322  
E-mail: Adam.Jablonski@MidAmerican.com

Any Party may at any time designate, by notice to the other Party, a different address or person to which notice or communication to that Party shall be given.

10.3 Notice. Unless otherwise provided in this Agreement, notice by hand delivery shall be effective upon receipt.

## 11. Default and Remedies

11.1 Remedies. If MidAmerican fails in any way to perform or observe any material covenant, condition, or obligation contained in this Agreement and such failure continues for a period of thirty (30) days after MidAmerican is notified by the County of such failure; or if MidAmerican voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings; or if insolvency, receivership, reorganization, bankruptcy, or a similar proceeding shall been commenced against MidAmerican and such proceeding remains undismissed or unstayed for a period of ninety (90) days, MidAmerican agrees that the County may do any, all, or any combination of the following:

- a. Halt all further approvals regarding improvements or issuance of building permits relating to the Project;
- b. Immediately suspend MidAmerican's authority under this Agreement to use the Designated Roads for purposes relating to the Project by providing Notice in the manner provided in Section 10;
- c. Provide payment due and owing to the County or complete any work to be done under this Agreement, including, without limitation, the inspection, repair or replacement of any Designated Road, or the remediation of any nuisance caused by MidAmerican's failure to complete any of its obligations under this Agreement. The County shall invoice MidAmerican for the reasonable cost of such repairs and MidAmerican shall pay such invoice within thirty (30) days of receipt of such invoice;
- d. Seek injunctive relief;
- e. Suspend any work or improvement relating to the Project by issuing a stop work order; and/or
- f. Take any other action at law or in equity which may be available to the County.

11.2 Events of Default and Notice. Unless otherwise provided for in this Agreement, if MidAmerican fails to perform one or more of its obligations under this Agreement, the County shall give MidAmerican formal notice of the default and MidAmerican shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if MidAmerican fails to comply with any of the road maintenance, repair and public safety obligations of this Agreement, or if MidAmerican undertakes or permits work or other activity in violation of the restrictions set forth in the Agreement and the County reasonably determines that expedited action by MidAmerican is required, the County shall give MidAmerican formal notice of the default and MidAmerican shall have forty-eight (48) hours to cure the default. Unless written notice of a change of address or responsible individual is provided to the County, the County's notices shall be sufficient if personally delivered or sent by certified U.S. mail, postage prepaid or by overnight mail by a national carrier such as FedEx or UPS to the name and address provided in Section 10.

11.3 Failure to Cure Default. If MidAmerican does not cure the default within the required period or such longer period as may be necessary if the default may not reasonably be cured within the required period, provided MidAmerican pursues the cure with reasonable diligence, then the County will not avail itself of any remedy afforded it by law or any of the above cumulative, non-exclusive remedies. Provided, however, that if MidAmerican fails to comply with any obligation of the Agreement and the County Engineer reasonably determines that such failure has caused or is causing an immediate danger to public health and safety, the County may, in its reasonable discretion, immediately and without further notice to MidAmerican avail itself of any remedy afforded it by law and any of the above cumulative, non-exclusive remedies. The County will make reasonable efforts to notify MidAmerican prior to drawing on a letter of credit or other security, but the failure to provide such notice shall not invalidate the County's actions.

11.4 No Additional Waiver Implied by One Waiver. If any condition, obligation or agreement contained in this Agreement is breached by either Party and thereafter waived in writing by the opposite Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder. All waivers must be in writing to be effective.

11.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

11.6 Miscellaneous. MidAmerican shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all terms of this Agreement.

11.7 At the time this Agreement is approved, this Agreement is conditioned upon MidAmerican obtaining all easements or other title for all property needed for the Project before starting construction of the Project.

## **12. Indemnity**

Anything to the contrary herein notwithstanding, the County and its elected and appointed officials, their officers, agents, employees, representatives and volunteers shall not be liable or responsible in any manner to MidAmerican Parties for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of, any and all work which is MidAmerican's obligation to perform pursuant to this Agreement; the failure by MidAmerican to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; the failure by MidAmerican to pay contractors, subcontractors, laborers, or materialmen; the failure by MidAmerican to pay for materials; or the failure by MidAmerican to obtain necessary permits and authorization to construct the work described in this Agreement. MidAmerican further agrees to indemnify, defend, and hold the County, its elected and appointed officials, its officers, engineers, agents, employees, representatives and volunteers harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including reasonable attorneys' fees to

the extent that such claims, demands, damages, actions or causes of action were not contributed to or caused by any of the County, its elected or appointed officials, its officers, engineers, agents, employees, representatives or volunteers.

**13. Entire Agreement**

This Agreement, together with all exhibits hereto, constitutes the entire agreement between MidAmerican and County with respect to the subject matter of this Agreement. This Agreement is specifically intended for the development and construction of the Project and operation of the Project and supersedes all prior agreements whether written or oral.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**MIDAMERICAN ENERGY COMPANY**

**COUNTY OF SAC**

By: \_\_\_\_\_  
Name: Adam Jablonski  
Title: Vice President, Project Development  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Board of Supervisors Chairperson  
  
Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Auditor  
  
Date: \_\_\_\_\_

**RECOMMENDED FOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Engineer  
  
Date: \_\_\_\_\_

**APPROVAL AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Attorney  
  
Date: \_\_\_\_\_

EXHIBIT D

**ROAD USE AND REPAIR AGREEMENT**

**APPENDIX A**

**MAP OF DESIGNATED ROADS**

**SEE ATTACHED MAP**

EXHIBIT D

**ROAD USE AND REPAIR AGREEMENT**

**APPENDIX B**

**INITIAL EVALUATION OF ROADWAY CONDITIONS**