

PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT

THIS PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT (“Agreement”) is entered into and effective as of the 10th day of September, 2013 by and between MidAmerican Energy Company, (“Developer”) and Webster County, Iowa (“County”). (Note: Developer and County are sometimes individually referred to as a “Party” and collectively as the “Parties.”)

RECITALS

- A. Developer desires to develop, construct and operate a wind powered electrical generating facility in Webster County, Iowa consisting of wind turbine generators, underground collection system, access roads, met towers, and substation and other related facilities (“Project”).
- B. The County, acting through the Board of Supervisors, has the responsibility to manage the various Drainage Districts located in the County.
- 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 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 Developer wish to protect 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 Developer and County intend to communicate and cooperate in good faith to prevent or correct damages 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 Developer and its contractors, and subcontractors, suppliers or designees and each of their representatives and permitted assigns (collectively with the Developer, hereinafter referred to as the “Developer Parties”) to:
 - a. transport heavy equipment and materials over the Public Drainage System located in the County,
 - b. make certain modifications and improvements (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. General Obligations of Developer

1.1 Identification of Crossings. Prior to the execution of this Agreement by the Parties, the County has provided the Developer with access to all maps and other files related to the Public Drainage System in the area of the Project. The Developer shall, no later than thirty (30) days prior to the start of the construction on the Project, prepare the Potential Public Drainage System Impacts Plan showing all locations of potential damage to any portions of the Public Drainage System arising because of crane routes, access road locations, collector lines, and other construction activities related to the Project; and upon approval by the County's Drainage Representative (as defined below) shall be attached as Appendix A hereto. The Developer shall provide a minimum of two (2) copies of the proposed Appendix A to the County's designated engineer ("Drainage Representative") for review and Drainage Representative shall provide comments to Developer within ten (10) days of receipt of Appendix A. Developer shall endeavor to make such commercially reasonable adjustments to the construction activities as the Drainage Representative may suggest so as to minimize damage to the Public Drainage System. Appendix A shall be approved by the Drainage Representative, which approval shall not be unreasonably withheld or delayed. The County agrees that, from time to time, the Developer's construction activities may change from what is shown on the Potential Public Drainage System Impacts Plan and field approval may be requested from the Drainage Representative, which approval shall not be unreasonably withheld or delayed. A map (or maps) showing the locations where all construction activities with respect to the Project occurred will be provided to the County at the same time that the As-Built plans (as required in Section 3.6 of this Agreement) are provided to the County, which such additional map(s) and the As-Built plans shall supplement the Potential Public Drainage System Impact Plan.

The Developer 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 Developer raise any such inaccuracy or incompleteness as a basis not to comply with the repair/restoration provisions herein. However, the County agrees to

promptly notify Developer of any known or discovered inaccuracy or incompleteness, and following such notification, Developer shall be given a reasonable time to modify the Potential Public Drainage Systems Impact Plan or implementation thereof accordingly, to the extent impacted by such additional County information.

1.2 Notice of Construction. The Developer agrees to give the County forty-eight (48) hours notice of its intention to commence construction on the Project in Webster County. Said notice shall be made in writing to the County Auditor. Notice cannot be given until approval of the Project has been issued by the County which approval will be evidenced by issuance of the Webster County Building/Zoning Permit to Developer.

1.3 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 Developer 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 Developer shall not be responsible for any damage to the Public Drainage System other than that caused by the Developer Parties.

1.4 Examination of Damaged Tiles. The Drainage Representative has been appointed by the County to inspect and approve all construction and repair activities by the Developer that impact the Public Drainage System. All reasonable compensation, wages, mileage, and other legitimate expenses for said Drainage Representative will be paid by the Developer. Said Drainage Representative will be responsible for inspecting all crossings of the Public Drainage System and shall have the authority to require the Developer Parties to excavate and expose the crossing of any Public Drainage System where the Drainage Representative reasonably believes that the Developer has caused damage to the Public Drainage System from activities associated with the Project. 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 Developer Parties' activities under this Agreement by verbal order to the Developer Parties at the Project site followed by a telephone call to Developer within six (6) hours of the verbal order and a written notice to Developer 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. Construction and Repair Standards

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

2.2 Interruption. If a tile is damaged by a Developer Party and if the volume of water flowing through such damaged tile is sufficient to create the possibility of crop loss or property damage, the Developer Party 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 Developer Party 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 reasonably possible, and any tile repairs caused by this blockage will be repaired as promptly as practicable at the Developer's expense.

If Developer'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, such approval not to be unreasonably withheld. 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 materially impaired, with all costs and damages borne by the Developer Parties.

2.3 Tile Repair Completion. The Developer will 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 materially 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.

2.4 Protection of Bridges or Structures. The Developer shall, at its own expense, hire a qualified structural engineer, approved by the County (not to be unreasonably withheld) to structurally assess all bridges or structures on public drainage ditch crossings within seven (7) days of providing Notice of Construction under Section 1.2 and provide documentation to the reasonable satisfaction of the County of acceptable fortification and use of said bridges or structures by the Developer Parties.

2.5 Replacement of Public Tiles in Road Right-of-Way. If, at the end of the Project construction, there is evidence that any public drain tiles under roads utilized by construction traffic have been damaged by Developer, those damaged tiles shall be replaced by the Developer at the end of the Project in a manner reasonably acceptable to the County. If Developer acknowledges that the damage was the result of the Developer's construction traffic, it shall remedy same pursuant to the provisions of this Agreement. If agreement cannot be reached between Developer and County regarding the cause of the damage, Developer shall engage an independent engineer acceptable to County to review the damage and this Agreement and determine whether the damage in dispute was caused by Developer's construction traffic. 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 Developer's

construction traffic, Developer 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.

2.6 Compaction, Rutting and Soil Restoration. The Developer 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.

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

A. CROSSING OF OPEN DITCHES

1. Passage of the Developer's installation in a horizontal plane 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 the Developer and as directed by the Drainage Representative in his or her reasonable discretion.

B. CROSSINGS OF DRAINAGE DISTRICT TILE LINES

1. Proposed installations must be placed under the existing Drainage District tile lines if the bottom of the Drainage District tile is at six (6) feet below grade or less. Proposed installations may be placed over the existing Drainage District tile line if the top of the Drainage District tile is at six (6) feet below grade or more. These requirements may be waived only upon the review by and approval of the Drainage Representative.
2. All underground installations related to the Project shall maintain at least two (2) feet of clearance above or below (as the case may be) the closest portion of any County drainage tile.

3. Per the 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 and the pipe is 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.

3. Completion of Repairs and Restoration and Certificate of Completion

3.1 Preliminary Punchlist. Not less than forty-five (45) days before the erection of the last wind turbine generator on the Project, Developer 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 Developer within thirty (30) days of receipt thereof. Developer will proceed with correcting all punch list items upon which the Developer and County agree. If there are items upon which Developer and County disagree or which the County wishes to have added to the punch list, Developer and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, Developer 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. Developer shall make repairs in accordance with the determination by the independent engineer.

3.2 Final Punch List. No later than thirty (30) days after erection of the last wind turbine generator on the Project, Developer shall issue a final punch list of

items requiring repair or restoration under this Agreement. The County shall review the final punch list and provide comments to Developer within five (5) days of receipt of the final punch list. Developer will proceed with correcting all punch list items upon which the Developer and County agree. If there are items upon which Developer and County disagree or which the County wishes to have added to the punch list, Developer and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, Developer 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. Developer shall make repairs in accordance with the determination by the independent engineer.

3.3 Completion of Punch List. Developer 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 independent engineer.

3.4 Certificate of Completion. Upon completion of all items on the final punch list by Developer, the Drainage Representative shall issue a Certificate of Completion to Developer certifying the date on which all final punch list items were completed.

3.5 Continuing Obligations of Developer.

- 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, Developer hereby agrees that for a period of five (5) 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 five-year period the County identifies damage to a Public Drainage System facility that County believes is a result of the Project's construction activities, the County shall notify Developer of such. If Developer 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 to make a determination of whether the damage was a result of the Project's construction activities 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 the above obligations, Developer agrees to provide the County with any of the following forms of security selected by

Developer and approved by County with approval not unreasonably withheld: a cash security deposit, a guarantee, a security bond, irrevocable letter of credit or other form of security reasonably acceptable to the County. Such security shall be in the minimum 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 1.2. Upon the two (2) year anniversary date of the Project's commercial operation, the County will return the foregoing security to Developer.

- c. If Developer is a public utility operating in the State of Iowa, Developer will provide a statement of financial condition to the County in lieu of a security deposit, security bond or irrevocable letter of credit.
- d. Developer 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.
- e. If Developer transfers the Project to an entity that is not a public utility operating in the State of Iowa, the entity that has taken transfer of the Project shall provide financial security in accordance with paragraph "b" of this Section 3.5.

3.6 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 Developer. Said plans shall include a plan and profile and location using the civil monument, or GPS locations.

4. Failure to Repair

If the Developer 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 Developer repair same within the agreed period, then, unless the Developer and County mutually agree otherwise, and Developer has failed to make the repairs within the applicable period, the County may make such repairs and invoice the Developer for the reasonable cost of such repairs. Developer shall pay such amount within thirty (30) days of receipt of the invoice, or the County may draw on the security provided by Developer pursuant to Section 3.5(b).

5. County's Representations, Warranties and Covenants

5.1 Notice of New Construction. The County shall give the Developer at least

sixty (60) days written notice of the proposed construction or maintenance of drainage facilities in the Public Drainage System that the County believes may impact any of the Project Improvements. 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 Developer, so that Developer may arrange to protect same. Emergency (24 hour) notice shall be given by calling Developer at 800-622-1003 or at such other phone number that Developer notifies County. A County representative shall inform all County contractors, workers, and employees of the location of Developer's installations based on the As-Built Plans submitted by Developer.

5.2 Future Realignment. The Developer will at any time subsequent to the commencement of construction, and at the Developer'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, Developer shall not be required to relocate any (a) wind turbines 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 Developer agrees to do this 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 Developer's improvements shall be made in accordance with and approved by the County or its representative. If the Developer is unable to comply within the time period specified above, the County may cause the work to be done and the Developer will pay the reasonable cost thereof upon receipt of a statement of such costs.

5.3 Damage Waiver. So long as Developer receives the notice set forth in Section 5.1, the County assumes no responsibility for damages to Developer's property occasioned by any construction or maintenance operation, subsequent to Developer's installation, by the County, its elected or appointed officials, its officers, engineers, agents, employees, representatives or volunteers, except to the extent damages caused by the County are intentional or grossly negligent.

5.4 Cooperation. To facilitate Developer's obtaining of financing to construct and operate the Project, the County shall make 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.

6. Termination

Developer 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, Developer shall submit a Notice to this effect to the County. Such notice shall be made in accordance with the requirements of Section 7 and shall be received at least five (5) days prior to the effective date of any termination.

7. Notices

7.1 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) or overnight mail by a national carrier such as FedEx or UPS. A courtesy copy of the Notice may be sent by facsimile transmission.

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

Webster County
701 Central Ave
Fort Dodge, IA 50501
Attention: Auditor
E-mail: auditor@webstercountyia.org
FAX: 515-574-3714

MidAmerican Energy Company
4299 Northwest Urbandale Drive
Urbandale, Iowa 50322
Attn: Adam L. Wright
Phone: (800) 632-0999
Fax: (515) 242- 3084

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

8. Default and Remedies

8.1 Remedies. If Developer 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 Developer is notified by the County of such failure; or if the Developer 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 the Developer and such proceeding remains undismissed or unstayed for a period of ninety (90) days, Developer 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 Developer under this Agreement, including, without limitation, the inspection, repair or replacement of any Public Drainage System, or the remediation of any nuisance caused by Developer's failure to complete any of its obligations under this Agreement;
- 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.

8.2 Events of Default and Notice. Unless otherwise provided for in this Agreement, if the Developer fails to perform one or more of its obligations under this Agreement, the County shall give the Developer formal notice of the default and the Developer shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the Developer fails to comply with any of the obligations of Articles 1 and 2 of this Agreement, or if the Developer 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 Developer is required, the County shall give the Developer formal notice of the default and the Developer 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 7.

8.3 Failure to Cure Default. If the Developer 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 but the Developer pursues the cure with reasonable diligence), 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 Developer 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 Developer avail itself of any remedy afforded it by law and any of the above cumulative, non-exclusive remedies.

8.4 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.

8.5 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.

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

9. 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 Developer 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 is the Developer's obligation to perform pursuant to this Agreement; the failure by Developer 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 Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials or; the failure by Developer to obtain necessary permits and authorization to construct the work described in this Agreement. Developer 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 3.5(a), the Developer 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 Developer'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 Developer's construction of the Project or any subsequent repair or modification thereto to the extent that such damages or claims were not contributed to or caused by any of the County, its elected or appointed officials, its officers, engineers, agents, employees, representatives or volunteers.

10. Miscellaneous Provisions

10.1 No Assignment without Consent. Neither Developer 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. In evaluating a proposed assignment, the County shall have the right to inquire as to the financial capacity of a proposed assignee to carry out the obligations of Developer hereunder.

10.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Developer 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.

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

10.4 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 Developer and County to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.

10.5 Authority. The Developer and County each 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.

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

10.7 Agent for Service of Process. If the Developer is not an Iowa corporation, the Developer 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.

10.8 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, the Developer and County shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Developer 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 Developer and County understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Developer 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.

10.9 Insurance. Before starting construction, certificates of insurance or self insurance acceptable to the County shall be filed by the Developer for itself and/or for the Developer Parties, with the County Auditor 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 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:

Workers' Compensation	
Contractor's Public Liability and Property Damage	
Bodily injury	\$500,000
Each person	\$500,000
Each Accident	\$5,000,000
Property Damage	
Each Accident Aggregate	\$5,000,000
Automobile	
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

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

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

10.11 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.

10.12 Force Majeure – Delays. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Developer 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 Developer, 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 Developer, 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.

10.13 Disclaimer of Warranties. Except as otherwise set forth in this Agreement, Developer 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.


10.14 No Consequential Damages. In no event will Developer 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 advises the Developer Parties of the likelihood of such damages.

11. Entire Agreement

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

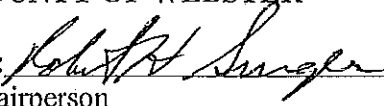
IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

MIDAMERICAN ENERGY COMPANY

By: 
Adam L. Wright
Vice President, Wind Generation and
Development

Date: 09/04/13

COUNTY OF WEBSTER

By: 
Chairperson

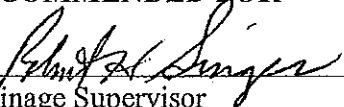
Date: 9/10/2013

ATTEST

And: 
County Auditor

Date: 9/10/2013

RECOMMENDED FOR

By: 
Drainage Supervisor

Date: _____

APPROVAL AS TO FORM AND
EXECUTION:

By: 
Eric J. Eide
Attorney for the County

PUBLIC DRAINAGE SYSTEM PROTECTION AGREEMENT

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