

MidAmerican Liability Obligations Under Wind Easement

Woodbury County Board of Supervisors Meeting – August 23, 2022

5. MidAmerican Covenants.

5.4. Compaction and Damage to Tiles and Other Property.

(b) Damage to Tile and Other Property. During the Term of this Agreement, MidAmerican agrees to repair physical damage to Owner's drainage tile, fences and other tangible property located on the Property to the extent such damage is directly caused by MidAmerican's construction, installation, maintenance or removal of the Wind Power Facilities or other Operations on the Property. Owner shall promptly notify MidAmerican of any damage that Owner claims is MidAmerican's responsibility hereunder. Upon receipt of such notice, MidAmerican shall promptly investigate and make the repair to the extent MidAmerican is responsible hereunder. For any repairs required to be made by MidAmerican hereunder, MidAmerican shall repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. If MidAmerican is responsible hereunder for damage caused to drainage tile and such damage is a direct cause of damage to or destruction of crops then being grown on the Property, the provisions of Section 4.2 above and Exhibit B shall apply with respect to compensation for crop damages.

5.6. Indemnification. MidAmerican shall indemnify, defend and hold harmless Owner and Owner's members, partners, lenders, officers, employees and agents (each, an "**Owner Indemnified Party**") against any and all losses, damages, claims, expenses and other liabilities, including reasonable attorneys' fees (collectively, "**Damages**"), resulting from or arising out of (i) any negligent Operations of MidAmerican, or of anyone else engaged in doing work for MidAmerican, on the Property or (ii) any breach of this Agreement by MidAmerican. This indemnification shall survive the termination of this Agreement. Notwithstanding the foregoing, (a) this indemnification, defense and hold harmless obligation shall not apply to Damages to the extent caused by any negligent or deliberate act or omission on the part of any Owner Indemnified Party or any other person or entity (other than anyone engaged in doing work for MidAmerican) and (b) except as provided in Section 4.2 and Exhibit B, MIDAMERICAN SHALL NOT BE LIABLE FOR LOSSES OF RENT, BUSINESS OPPORTUNITIES, PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT MAY RESULT FROM THE CONDUCT OF MIDAMERICAN'S OPERATIONS ON THE PROPERTY, HOWSOEVER ARISING, WHETHER IN CONTRACT, IN TORT OR OTHERWISE.

- 4.2. Crop and CRP-Related Payments. MidAmerican shall make the crop compensation and CRP-related payments set out in Exhibit B.

5.7. Insurance. MidAmerican agrees to maintain liability insurance covering its Operations on the Property. Such coverage shall have a minimum combined occurrence and annual limitation of Five Million Dollars, except that such amount may be provided as part of a blanket policy covering other properties or through a program of self-insurance. Upon Owner's request, MidAmerican shall deliver to Owner copies of certificates of such insurance or evidence of self-insurance.