

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Madison County, Iowa Board of Supervisors (“Board”) and MidAmerican Energy Company (“MEC”).

RECITALS

- A. The Board is the body constituted under Iowa Code chapter 331 to perform certain prescribed governing duties on behalf of Madison County, Iowa, including the adoption of county ordinances.
- B. MEC is an Iowa public utility and is the owner of two wind farms located in Madison County, Iowa, commonly known as the Macksburg Wind Farm (the “Macksburg Project”) and the Arbor Hill Wind Farm (the “Arbor Hill Project”).
- C. The Madison County Board of Adjustment (“Board of Adjustment”) issued MEC a permit for the development and operation of the Macksburg Project on October 1, 2013, pursuant to the then-existing Madison County Zoning Ordinance. The Macksburg Project is fully constructed and operational and consists of 51 total wind turbines.
- D. The Madison County Board of Adjustment issued MEC a permit for the development and operation of the Arbor Hill Wind Farm on July 3, 2018, pursuant to the then-existing Madison County Zoning Ordinance. Development of the Arbor Hill Project was pending on December 22, 2020, with physical construction targeted to be completed in 2021. The Arbor Hill Project consists of 52 total permitted wind turbines.
- E. On December 22, 2020, the Board adopted a new zoning ordinance, Section 50.40, which is applicable to all wind farms located within the County (the “New Ordinance”).
- F. The New Ordinance purports to apply to the previously permitted and operational Macksburg Project and the previously permitted Arbor Hill Project.
- G. On January 20, 2021, MEC filed suit against the Board arising out of the Board’s adoption of the New Ordinance, which litigation remains pending in the Iowa District Court in and for Madison County, Iowa, captioned, *MidAmerican Energy Company v. Board of Supervisors of Madison County*, Madison County Case No. CVCV035243 (the “Lawsuit”).
- H. The Parties desire to settle their disputes, including those in the Lawsuit, on the terms and conditions set forth herein, and in consideration of the premises and of the mutual

covenants and agreements and other good and valuable consideration hereinafter set forth, the Parties agree as follows:

TERMS

1. Amendment of Ordinance. Within 60 days of the Parties' execution of this Agreement, the Board agrees to amend the New Ordinance to exempt the Macksburg Project and the Arbor Hill Project from the New Ordinance (the "Amended Ordinance"). The Board agrees that the terms of the Madison County Zoning Ordinance in effect at the time the Macksburg Project and the Arbor Hill Project, respectively, were issued permits by the Board of Adjustment, shall apply to each of the Macksburg Project and the Arbor Hill Project, subject to the other terms of this Agreement. The Board acknowledges and agrees that MEC shall be permitted to continue to own and operate the Macksburg Project as it is currently permitted, constructed, and operated pursuant to the permit issued by the Board of Adjustment. The Board further acknowledges and agrees that MEC shall be permitted to complete development and construction of the Arbor Hill Project, and to own and operate it, as it has been permitted by the Board of Adjustment and further modified by this Agreement, provided construction of the Madison County portion of the Arbor Hill Project has commenced on or before December 31, 2023.
2. Agreement Regarding Reduction of Arbor Hill Project. In consideration of the promises made by the Board herein, MEC agrees that it will reduce the number of turbines comprising the Arbor Hill Project from a maximum of 52 total turbines to a maximum of 30 total turbines.
3. Agreement Regarding Expansion of Current Projects. In consideration of the promises made by the Board herein, MEC agrees that it will not expand the total number of wind turbines comprising the Macksburg Project beyond the existing 51 total wind turbines and that MEC will not expand the total number of wind turbines comprising the Madison County portion of the Arbor Hill Project beyond a maximum of 30 total wind turbines, without first obtaining permission to do so pursuant to the Amended Ordinance or any future ordinance enacted by the Board.
4. Agreement Regarding Future Wind Energy Conversion Systems Projects. MEC agrees that it will not develop or construct any commercial wind energy projects other than the Macksburg and Arbor Hill Projects (as modified by this Agreement) within Madison County in the future, without first obtaining permission to do so pursuant to the Amended Ordinance or any future ordinance enacted by the Board.
5. Agreement Relating to Turbine Maximum Height. In consideration of the promises made by the Board herein, MEC agrees that it will not increase the height of the wind turbines which have been permitted for the Macksburg Project beyond 499 feet and for the Arbor Hill Project (as modified by this agreement) beyond a total height of 494 feet. Nothing in

this Paragraph shall prohibit MEC from performing maintenance activities, repairs, replacing turbines or turbine components, or installing newer or different model turbines or turbine components than those originally permitted, whether for repowering or otherwise, provided such activities do not increase the height of the permitted wind turbines beyond 499 feet for the Macksburg Project and 494 feet for the Arbor Hill Project.

6. Dismissal of Lawsuit. Within ten (10) days of the formal and complete adoption of the Amended Ordinance, MEC shall file a Dismissal with Prejudice of the Lawsuit.
7. Release. Upon the enactment of the Amended Ordinance, MEC agrees to release any and all claims it has or may have for damages against the Board arising out of the Lawsuit which is the subject of this Agreement, including, but not limited to, claims for attorneys fees and costs.
8. Miscellaneous.
 - a. This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced and governed by the laws of the United States and the laws of the State of Iowa.
 - b. This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, proposed agreements and understandings, if any, between the Parties.
 - c. The Parties agree that this Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Copies of such signed counterpart may be used in lieu of the originals. Signatures delivered electronically shall be deemed effective for all purposes to the extent permitted under applicable law.
 - d. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The headings used in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, such provision shall be deemed not a part of this Agreement, but the remaining parts, terms or provisions shall remain in full force and effect.

SIGNATURE PAGE

MADISON COUNTY BOARD OF SUPERVISORS

Date

Date

Date

MIDAMERICAN ENERGY COMPANY

Date

By: _____

Its: _____