

# MidAmerican Energy Company

ELECTRIC DISTRIBUTION SYSTEM AGREEMENT  
 REFUNDABLE ADVANCE FOR CONSTRUCTION

MidAmerican Energy Company, an Iowa Corporation, its successors and assigns, (Company), and North Sioux City, its successors and assigns, (Applicant) agree as follows.

1. Company will extend its electric distribution system as required to make electric service available to the following platted and described area: Flynn Business Park
2. The Company shall:
  - a. Install, own, operate and maintain the electric distribution system and reserves the right to extend or alter the system in the future if necessary.
  - b. Furnish all necessary labor and materials required for the construction of such distribution system.
  - c. Schedule such installation with Applicant so as to provide timely service.
3. The Applicant shall:
  - a. Provide a signed final plat of the subdivision or a detailed plot plan of the area to be served.
  - b. Provide, without cost to the Company, such easements as are necessary for the construction, operation and maintenance of the electric distribution system.
  - ac c. Provide easement areas: 1) cleared of all obstructions; 2) within 4" of final grade over the route of the distribution system; 3) with streets he finished to local specifications; and 4) with sewer and water installed.
  - d. Place visible stakes, including lot numbers, on all lot corners and easement lines.
  - e. Provide drawings showing the location of all present and future underground facilities.
  - f. Provide the concrete transformer pads, conduit systems, and other facilities where required by the Company's tariffs and electric service manual (includes an inspection by a Company representative prior to pouring the pads or covering the conduit system).
  - g. Locate all underground facilities such as storm sewers, sanitary sewers, septic lines and water lines that are not located by members of a one-call locating system.
  - h. Indemnify, protect and hold harmless the Company from and against all liability, damage, loss, claims and actions of any nature whatsoever which arise out of damage to underground facilities resulting from the customer's failure to correctly locate such facilities as required under this agreement.
  - i. Hold Company harmless for any loss, cost or damage caused by delays in construction of the distribution system and services
4. Applicant agrees to provide a cash advance for construction totaling \$268,752.15. This amount includes \$263,376.63 for construction costs, minus a revenue credit of \$0.00, plus the composite Federal and State Tax liability (where applicable) of \$5,375.52. The cash advance for construction shall be due when this Agreement is signed by Applicant. If the estimate or as-built construction costs exceed \$100,000.00, then the Company will require a true-up. If the advance for construction is greater than the as-built construction cost, the Company will refund the difference. The Company reserves the right to collect additional construction costs and applicable taxes from the Customer if the as-built cost exceeds original advance for construction. If Applicant requires that the installation be completed during the winter construction season, or when adverse working conditions impede construction, Applicant shall pay an additional refundable sum of \$4.10 per foot. The Company reserves the right to determine when such winter and/or adverse conditions exist. The amount of the cash advance is subject to change if Applicant's signed acceptance is not received by the Company within 90 days from the date Company executes this Agreement.
5. Company will refund portions of the cash advance for construction to Applicant as new customers are added to and connected directly to a point on this electric distribution extension, subject to the following terms:
  - a. Refund based on estimated revenue plus tax shall be allowed for each new electric customer connection made within the first ten years following the date of this Agreement.
  - b. No interest will be paid on refunded cash advances.
  - c. Refunds will be made at least once a year during the ten year period.
  - d. Total refunds shall not exceed the original cash advance for construction.
  - e. No refunds shall be made for customers connected after ten years from the date of this Agreement.
  - f. The balance remaining on deposit at the end of the ten year period shall be deemed a non-refundable contribution in aid of construction.
  - g. Further electric distribution extensions which use any part of the electric distribution extension constructed under this Agreement will not result in refunds.
6. Within the area describe above, Company will provide electric service to customers in accordance with Company's tariffs and regulatory

MidAmerican Energy Company		Applicant	
NAME:	Alex Karpuk	NAME	North Sioux City
TITLE:	Electrical Engineer	TITLE	
WORK REQ:	2679596	SIGNATURE	
DISTRICT:	Sioux City Service Center	DATE	5/3/2019