



# City of Muscatine



## MUSCATINE CITY COUNCIL

### Agenda Item Summary – Regular Meeting

Date July 21, 2022

#### STAFF

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Pat Lynch, City Engineer  
Brian Stineman, Public Works Director

#### SUBJECT

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Resolution Approving an Encroachment Agreement with MidAmerican Energy associated with the Love’s Travel Stop Project.

#### EXECUTIVE SUMMARY

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Presented for City Council’s consideration is a resolution to approve an Encroachment Agreement with MidAmerican Energy associated with the Love’s Travel Stop Project. Construction of a street that will provide access from the Love’s Travel Stop to Highway 61 will encroach onto an existing High Pressure Gas Easement owned by MidAmerican Energy. MidAmerican has agreed to allow the street to be constructed contingent upon approval of the attached Encroachment Agreement.

#### STAFF RECOMMENDATION

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Staff recommends City Council approve and direct the Mayor to sign the Encroachment Agreement to allow for construction of the street for access.

#### BACKGROUND/DISCUSSION

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After Love’s Travel Stop chose the property at the northeast corner of Highway 61 and Grandview Avenue, they approached the Iowa Department of Transportation (IDOT) to request access to Highway 61. IDOT required this access be “lined up” with the entrance on the west side of Highway 61. To do this, Love’s entrance needed to be north of the property line associated with the property they were purchasing. This also pushed the entrance road onto an existing High Pressure Gas Easement owned by MidAmerican Energy. After working with MidAmerican Energy and the City, Love’s design engineers have come up with a plan that is acceptable to all parties involved. This encroachment agreement is part of that plan.

#### CITY FINANCIAL IMPACT

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There is no cost associated with entering into this agreement.

## ATTACHMENTS

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- MidAmerican Encroachment Agreement

# RESOLUTION NO. 2022-0296

## Resolution Approving an Encroachment Agreement with MidAmerican Energy associated with the Love's Travel Stop Project

WHEREAS, the City of Muscatine, has reviewed a plan where the Love's Travel Stop Project will construct an entrance road onto an existing High Pressure Gas Easement owned by MidAmerican Energy.

WHEREAS, the City of Muscatine, approves an Encroachment Agreement with MidAmerican Energy associated with Love's Travel Stop Project. Construction of this street will provide access from the Love's Travel Stop to Highway 61. This same street will encroach onto an existing High Pressure Gas Easement owned by MidAmerican Energy. MidAmerican Energy has agreed to allow the street to be construction contingent upon approval of an Encroachment Agreement.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JULY, 2022.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA



Brad Bark (Jul 27, 2022 16:36 EDT)

Brad Bark, Mayor

ATTEST:



Carol Webb (Jul 27, 2022 16:36 CDT)

City Clerk

(SEAL)



**Easement Encroachment License Agreement**

**Recorder's Cover Sheet**

**Prepared by and Return Document to:**

MidAmerican Energy Company  
Attn: Kelsy Ballard  
Right of Way Services  
PO Box 657  
Des Moines, Iowa 50306-0657  
Phone: 515-242-3980

**Licensors:** MidAmerican Energy Company, an Iowa corporation

**Licensee:** City of Muscatine, Iowa

**Legal Description:** Refer to Paragraph "A"

## Easement Encroachment License Agreement

This EASEMENT ENCROACHMENT LICENSE AGREEMENT ("License Agreement") is made and entered into this 21 day of July, 2022, by and between the City of Muscatine, Iowa, ("Licensee"), and MIDAMERICAN ENERGY COMPANY, an Iowa corporation ("MidAmerican"). Licensee and MidAmerican are sometimes referred to individually as a "Party" or collectively as the "Parties".

### Recitals

- A. WHEREAS, MidAmerican is the holder of a gas pipeline easement granted by Pearl Products Company, an Iowa corporation on January 20<sup>th</sup>, 1960, and recorded on March 30, 1960, as Document No. 1897, in Book 122 at Page 523, across the following described property in Muscatine County, Iowa.

A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West of the 5<sup>th</sup> P.M., commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line 670.6 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U.S. Highway No. 61; thence South 59° 38' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning. Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the Southerly boundary line of said property which point is South 0° 15' East 971.2 feet from the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9, said Township and Range, thence South 59° 38' West 10 feet, more or less, along the Northerly line of the right-of-way of U.S. Highway No. 61; thence running Northerly in a straight course 300.6 feet, more or less, to a point on the Northerly boundary line of said property, which point is 10 feet, more or less from the West Quarter Section line of the Southeast Quarter of the Southeast Quarter of said Section 9. (Parcel No. 1309400019)

This pipeline easement area is referred to in this Agreement as "Easement" and attached hereto as Exhibit A; and

- B. WHEREAS, pursuant to the authority contained in the Easement, the IAQC608 Gas Transmission Pipeline and appurtenances and equipment thereto, along with the right to construct, reconstruct, operate, maintain and remove the pipeline and appurtenances thereto, from time to time (hereinafter referred to as the "Pipeline") upon, under, over, along, across and through the Easement; and
- C. WHEREAS, Licensee is the present title holders of a portion of the real property encumbered by the Easement described as 2417 Grandview Avenue, Muscatine, Iowa 52761; and

- D. WHEREAS, Licensee has been advised by MidAmerican that MidAmerican operates and maintains the Pipeline within the Easement; and
- E. WHEREAS, Licensee has requested permission from MidAmerican to construct a road and storm sewer at locations depicted on Exhibit B (hereinafter together referred to individually or collectively as the "Encroachment" or "Encroachment Area"); and
- F. WHEREAS MidAmerican is willing to allow the Encroachment upon the terms and conditions set forth as follows.
- G. THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the Parties hereto agree as follows:
1. MidAmerican hereby grants permission to Licensee to construct a road and storm sewer upon the Easement pursuant to the drawings attached hereto as Exhibit B, provided that the Encroachment shall not impair MidAmerican's right to operate, inspect, and maintain the Pipeline as more specifically stated in the Easement, including the right of ingress and egress onto the Easement, and subject to the following conditions:
    - a) Licensee assume all risks for damages, injuries, or loss to either property or persons which may be incurred by Licensee or their respective agents, invitees, licensees, successors, and assigns, present on or in the vicinity of the Easement within or near the Encroachment Area, except as may be caused by the negligent or intentional acts of MidAmerican or its employees, contractor, agents, or representatives.
    - b) That the permission granted herein is limited exclusively to the Encroachment and all activities reasonably related hereto within the Easement as identified in Exhibit B, and is for the sole purpose of the construction, operation, maintenance, repair, replacement, and other activity associated with the road and storm sewer.
    - c) That Licensee shall notify MidAmerican of any planned construction activities within the Easement or when excavation is to be performed within 25 feet of the Pipeline so arrangements can be made for a MidAmerican representative to monitor the activities and excavation. This notification is separate and apart from any notifications provided pursuant to Iowa law, including notification to One Call. Future notification will be required when subsequent construction, maintenance, repair, replacement, or other activities will be conducted by Licensee within the Easement so a MidAmerican representative may be present to ensure the protection of MidAmerican's Pipeline and facilities. MidAmerican shall be reimbursed by Licensee for their reasonable and documented costs in monitoring any activities within or near the Easement that take place outside of regular work hours for MidAmerican operations personnel.
    - d) That Licensee and MidAmerican shall at all times conduct activities on or within the Easement or Encroachment Area in such a manner as not to unreasonably interfere with the rights of any Party to this Agreement, including the use, operation, inspection, maintenance, repair, replacement, and reconstruction of the Pipeline, the Easement Area, the Encroachment Area, or facilities therein, or the right of ingress and egress thereto.
    - e) That Licensee shall not materially alter the grade anywhere nor install any retention ponds within the Easement without prior written permission of MidAmerican, excepting the locations identified and to the extent shown on

Exhibit B.

- f) That Licensee shall not plant any trees or shrubs within the Easement without the prior written consent of MidAmerican.
  - g) That Licensee shall not install any sprinklers within the Easement without the prior written consent of MidAmerican.
  - h) That Licensee shall not install, or allow the installation of fences, buildings, structures, or other improvements within the Easement, except as otherwise provided in this Agreement.
  - i) That Licensee shall not permanently store items within the Easement area.
  - j) That Licensee shall, if deemed necessary by MidAmerican, install mats, timber bridges or other protective materials or construct an earthen bridge over the Pipeline in order to protect the Pipeline from external loading during construction. The cost to purchase, place, construct and remove the protective measures is to be borne by the Licensee.
  - k) Licensee agree to indemnify, protect, and hold MidAmerican, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, death, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action (including the cost or expense of environmental response, removal or remediation activities), negligence, transaction or omission of Licensee in connection with, or incidental to the Encroachment, except where such loss, cost, liability, or expense was proximately caused by the negligence or intentional acts of MidAmerican or its employees, contractors, agents, or representatives. MidAmerican, Licensee and their successors and assigns, will comply with applicable federal, state, and local laws in the grant and use of this License Agreement.
2. Licensee agrees that protection of the Pipeline will be maintained at all times during any work by Licensee, as the case may be, in the area of the Encroachment.
  3. MidAmerican requires Licensee to provide to MidAmerican evidence of general liability and other appropriate and usual insurance prior to any activity and/or construction on or near MidAmerican's Easement. The insurance limits, terms and conditions required as part of this Agreement are shown in Exhibit C, attached hereto.
  4. In the event MidAmerican needs to remove any of the Encroachment within the Easement in order to utilize MidAmerican's Easement rights, including but not limited to the right to maintain, operate, repair, remove, or resize the Pipeline, Licensee, or their respective heirs, successors, and assigns, shall pay the reasonable and documented cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by MidAmerican on the Pipeline located in the Easements shall be performed in a reasonable workmanlike manner. MidAmerican shall not be liable for loss, damage to, or replacement of the Encroachment, or any associated equipment and facilities that exist or which may be placed within the Easements, and, in this regard, Licensee hereby release MidAmerican, its employees, agents, officers, and

directors from any and all liability for any such loss resulting from MidAmerican's use of its Easement, including maintenance, operations, repair, removal, or resizing the Pipeline. The foregoing shall not be construed to limit liabilities in Section 2 of this Agreement, it being the intent of the Parties that Iowa Code Chapter 668 (2015) shall govern the Parties' liability rights and responsibilities under Section 2.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by MidAmerican of its rights to enjoy the Easement unencumbered by the construction of the Encroachment within the Easement. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth above.
  6. 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 AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.
  7. All Parties warrant that they have full and sufficient authority to execute this agreement and each party will sign any additional documents necessary to effectuate this agreement.
  8. This Agreement and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties and the benefits of this agreement shall run with the land. In the event Licensee cease to use or maintain the Encroachment, this Agreement shall cease, and all rights herein granted shall revert to MidAmerican, its successors or assigns.
- H. IN WITNESS WHEREOF, the Parties represent and warrant to each other that the person executing this License Agreement on behalf of such Party has the full authority to bind such Party to every term of this License Agreement.

*(Signatures and Acknowledgments to follow)*

**MidAmerican Energy Company, an Iowa corporation**

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

Print: Nick Nation

Title: Vice President, Gas Delivery

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

This record was acknowledged before me on \_\_\_\_\_, 2022, by Nick Nation as Vice President, Gas Delivery of MidAmerican Energy Company, an Iowa corporation, on behalf of MidAmerican Energy Company.

\_\_\_\_\_  
Signature of Notary Public

**City of Muscatine, Iowa**

By   
Brad Bark (Jul 27, 2022 16:36 EDT)

Print Dr. Brad Bark

Title Mayor

**ACKNOWLEDGMENT**

STATE OF Iowa )  
COUNTY OF Muscatine ) ss

This record was acknowledged before me on July 25, 2022, by Brad Bark as Mayor of City of Muscatine, Iowa, on behalf of the City of Muscatine, Iowa.

\_\_\_\_\_  
Signature of Notary Public

EXHIBIT "A"

IO ILLINOIS GAS AND ELECTRIC COMPANY

FILED MAR 22 1960  
RECORDED  
C. O. No. 30-1-2-35-01

This easement obtained by:  
E. T. Fabricius  
Treasury Department  
Davenport, Iowa  
(Name-Department-City)

GAS EASEMENT  
(IOWA RURAL)

Check or Draft No.

County of Muscatine Range 2 West of 5 30 P.M.  
Township 76 North Section 9

The undersigned owner(s), Pearl Products Company, an Iowa corporation

and the undersigned tenant(s),

in consideration of \$1000.00, hereby grant(s) to IOWA-ILLINOIS GAS AND ELECTRIC COMPANY (hereinafter called the "Company"), an Illinois corporation authorized to do business in Iowa, its successors and assigns, a right-of-way easement, for the purpose of constructing, reconstructing, operating, maintaining and removing a pipe line for the transportation of gas, oil, petroleum and other substances and all appurtenances and equipment used and useful in the transportation of such substances, together with the right of ingress and egress, upon, under, over, along and across the real estate located in Muscatine County in the State of Iowa, described as follows: A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West, commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line 670.6 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U. S. Highway No. 61; thence South 59° 33' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning.

Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the southerly boundary line of said property which point is south 0° 15' East 971.2 feet from the northeast corner of the southwest quarter of the southeast quarter of said Section 9, said Township and Range, thence South 90° 38' West 10 feet, more or less, along the northerly line of the right-of-way of U.S. Highway No. 61, thence running northerly in a straight course 300.6 feet, more or less, to a point on the northerly boundary line of said property, which point is 10 feet, more or less from the west quarter section line of the southeast quarter of the southeast quarter of said Section 9.

Damages to fences, trees, etc., of the undersigned, their successors and assigns, by the Company while constructing or maintaining the lines shall be paid by the Company to the party damaged. If the amount of damages is not agreed upon, it shall be determined by three disinterested persons, one appointed by the party damaged, one by the Company, and a third appointed by the two so appointed, and the written determination by a majority thereof of the amount shall be final and conclusive. Each party shall pay the compensation and out-of-pocket expenses of the person named by said party, and shall pay one-half the compensation and out-of-pocket expenses of the third person.

Signed and dated this 20th day of January, 1960.

Pearl Products Company By: Francis L. Tompkins - President  
Gary L. Tompkins - Vice President



INDIVIDUAL ACKNOWLEDGMENTS

STATE OF IOWA, }  
County, } ss.

On this 20th day of January, A. D. 1960, before me, a Notary Public in and for Muscatine County, State of Iowa, personally appeared

CORPORATE ACKNOWLEDGMENT

Form 111C

STATE OF IOWA }  
Muscatine County } ss.

On this 20th day of January, A. D. 1960, before me, a Notary Public in and for said county personally appeared Francis L. Tompkins and

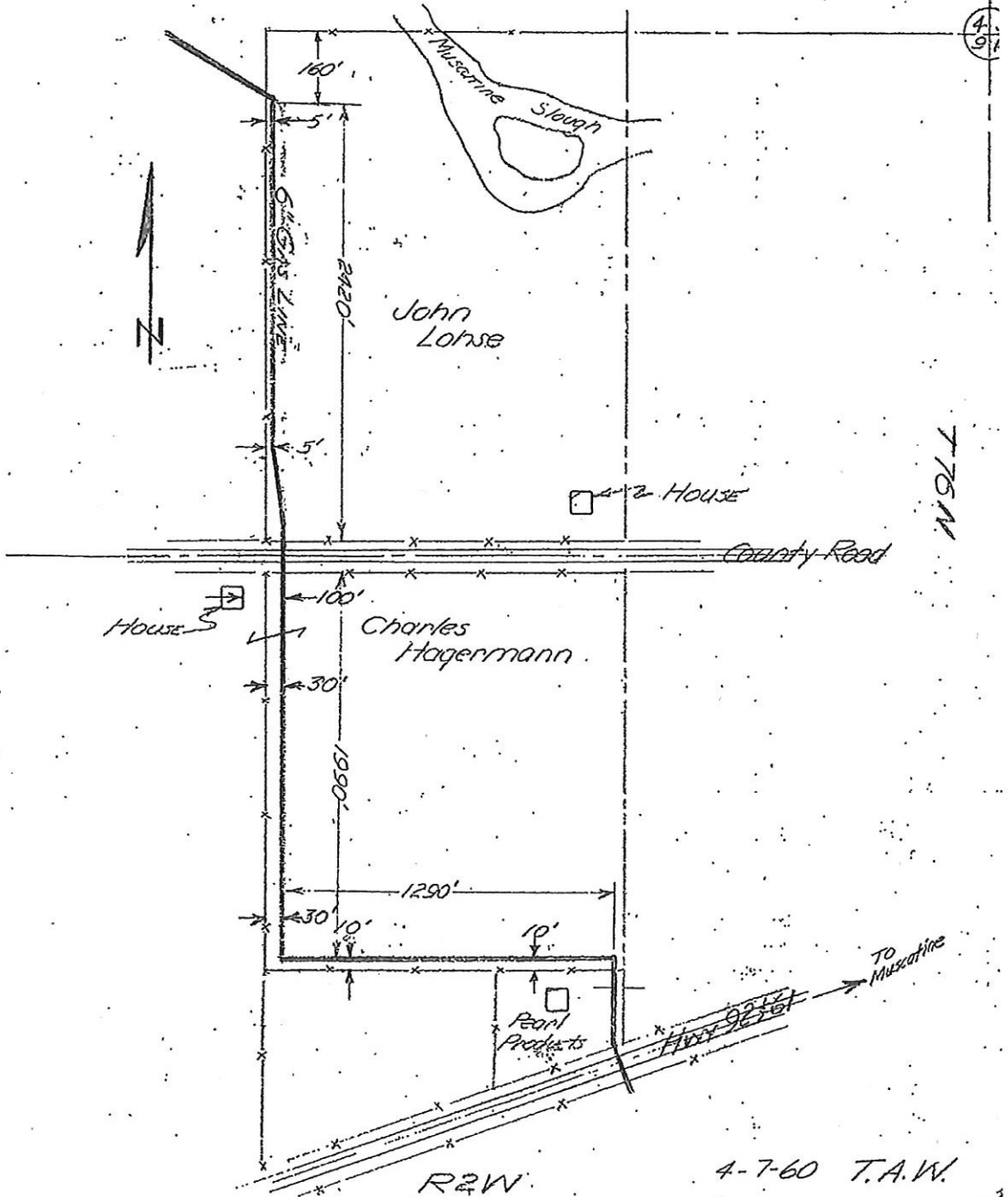
Gary L. Tompkins to me personally known, who being by me duly sworn did say that they are president and vice-president respectively, of

said PEARL PRODUCTS COMPANY, an Iowa corporation that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Francis L. Tompkins and Gary L. Tompkins acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it duly executed.

(Notarial Seal)

Notary Public in and for said County

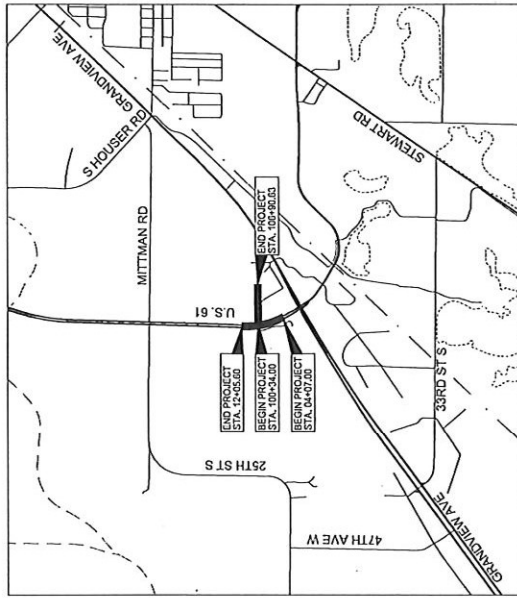
LOCATION OF 6" GAS FEEDER LINE  
THROUGH PROPERTIES OF:  
JOHN LOHSE & CHARLES HAGERMANN



# PRELIMINARY ROADWAY IMPROVEMENTS LOVE'S TRAVEL STOP U.S. 61 AND PROPOSED PUBLIC ROAD CITY OF MUSCATINE MUSCATINE COUNTY, IOWA

**INDEX OF SHEETS**

- RT TITLE SHEET
- RS GENERAL NOTES
- R1 GENERAL NOTES
- R2 TYPICAL SECTIONS
- R3-R4 ESTIMATE OF QUANTITIES
- R5 MAINTENANCE OF TRAFFIC
- R6-R7 PLAN AND PROFILE
- R8-R9 CROSS SECTIONS
- R10-R11 INTERSECTION DETAILS
- R12-R14 PAVEMENT MARKING & SIGNAGE
- R15-R16
- R17-R18
- R19-R20
- R21-R22
- R23-R24
- R25-R26
- R27-R28
- R29-R30



LOCATION MAP

**SCALES**



ENGINEERS STAMP



SIGNED: *David J. Lynch*  
DATE: 05/03/2022

PLAN PREPARED BY:

**CESO**  
WWW.CESOINC.COM  
3501 RUSHY ROAD, SUITE 300  
PH (577) 432-8554 | FAX (577) 432-3307

STANDARD CONSTRUCTION DRAWINGS		REVISIONS	
NO.	DATE	DATE	DESCRIPTION
EC-300	10-19-21	01-15-23	
PV-101	04-15-23	04-15-23	
PV-102	04-25-23	04-25-23	
PV-110	04-25-23	04-25-23	
PV-111	04-25-23	04-25-23	
PV-112	04-25-23	04-25-23	
SV-400	10-15-18	04-25-23	
SV-401	10-15-18	04-25-23	
DR-201	04-25-23		

**IOWA ONE CALL**  
1-800-292-8989  
www.iowaeonecall.com

**2015 SPECIFICATIONS**  
THE STANDARD SPECIFICATIONS OF THE STATE OF IOWA SHALL BE USED UNLESS OTHERWISE CHANGED AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

**MUSCATINE CITY STANDARDS**  
THE STANDARDS FOR THE CITY OF MUSCATINE SHALL BE USED FOR THE PROPOSED PUBLIC ROAD IMPROVEMENTS. WHENEVER A CITY STANDARD DIFFERS FROM THE STANDARDS OF THE IOWA DEPARTMENT OF TRANSPORTATION, THE CITY STANDARD SHALL APPLY.

**APPROVALS:**  
IOWA DOT ENGINEER: *[Signature]* DATE: 06/13/22  
CITY OF MUSCATINE ENGINEER: *Patrick R Lynch* DATE: 06/13/22



GRAPHIC SCALE (FEET)  
 0 25 50 75 100

DATE: 02/24/15  
 BY: BLS  
 CHECKED: TGH

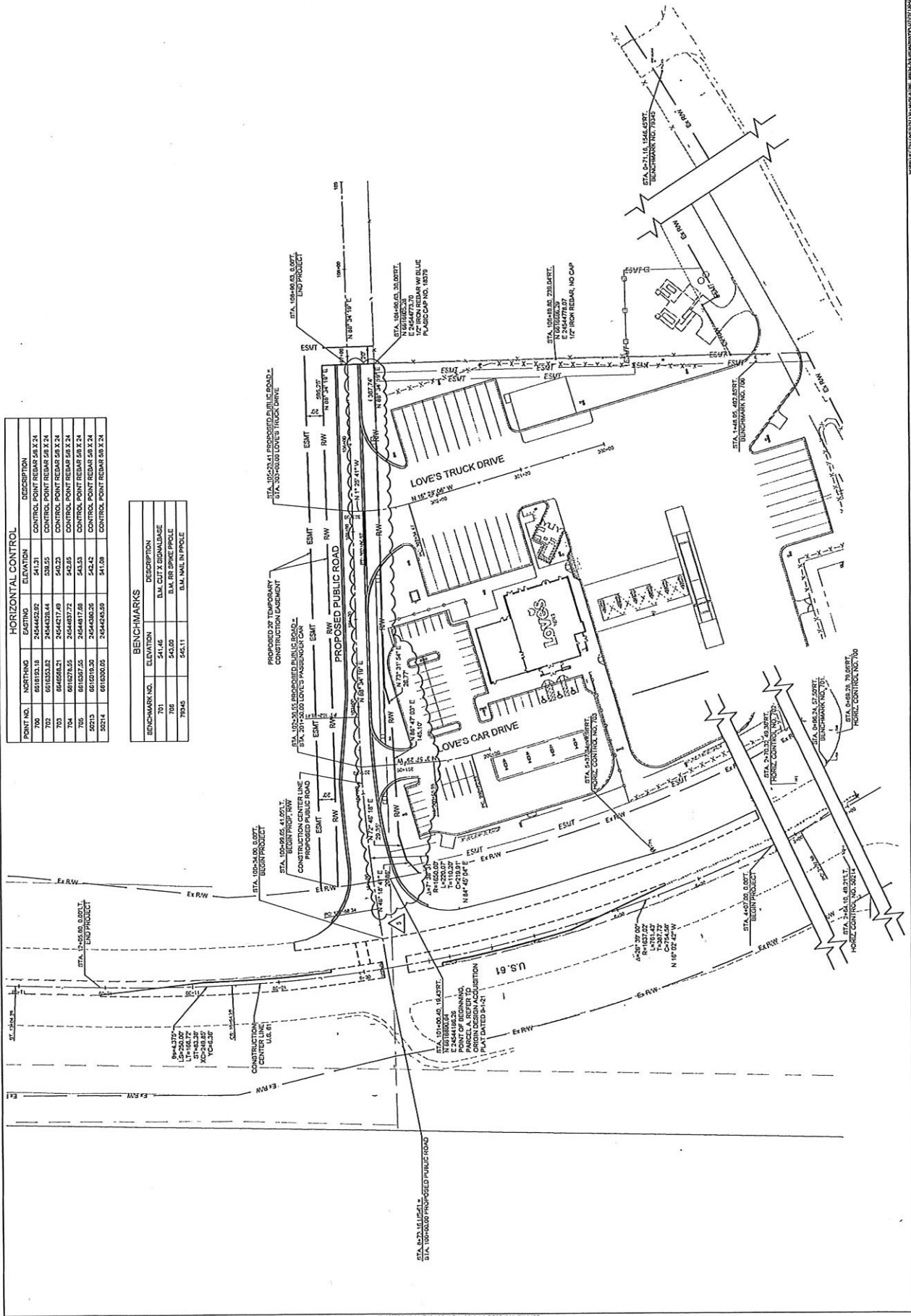
SCHMATIC PLAN  
 U.S. 61

LOVE'S TRAVEL STOP  
 MUSCATINE, IA



HORIZONTAL CONTROL				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
700	6618103.18	24544422.92	541.21	CONTROL POINT REBAR 5/8 X 24
702	6610203.82	24544328.44	528.52	CONTROL POINT REBAR 5/8 X 24
703	6616268.21	24544217.49	540.23	CONTROL POINT REBAR 5/8 X 24
704	6616278.55	24544837.72	542.85	CONTROL POINT REBAR 5/8 X 24
705	6610210.30	24544382.25	542.42	CONTROL POINT REBAR 5/8 X 24
20214	6610200.05	24544248.59	541.08	CONTROL POINT REBAR 5/8 X 24

BENCHMARKS		
BENCHMARK NO.	ELEVATION	DESCRIPTION
701	541.46	B.M. CUT & DRAINAGE
706	543.00	B.M. RR DRIVE POLE
70945	545.11	B.M. MAIL IN POLE



**SPECIFICATIONS AND STANDARD CONSTRUCTION DRAWINGS**  
 THE STATE OF IOWA DEPARTMENT OF TRANSPORTATION, STATE CONSTRUCTION MATERIALS STANDARD SPECIFICATIONS AND THE IOWA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE THE BASIS OF THIS CONTRACT. WHEREVER THE WORD "STATE" OCCURS, IT IS TO MEAN THE IOWA DEPARTMENT OF TRANSPORTATION (IOWADOT). WHEREVER THE WORD "CITY" OCCURS, IT IS TO MEAN THE CITY OF MUSCATINE.

WHENEVER THE WORD "ENGINEER" OR "DEPARTMENT" IS USED HEREIN, IT SHALL BE HELD TO MEAN THE IOWADOT PROJECT ENGINEER REGARDING IMPROVEMENTS ON U.S. - 57, AND THE CITY OF MUSCATINE PROJECT ENGINEER REGARDING IMPROVEMENTS ON THE PROPOSED PUBLIC ROAD.

**EXISTING SURVEY MONUMENTS**  
 EXISTING SURVEY MONUMENTS, INCLUDING BUT NOT LIMITED TO PROPERTY CORNERS, SHALL BE PROTECTED AND NOT TO BE REMOVED OR DESTROYED BY CONSTRUCTION OF THESE ROADWAY IMPROVEMENTS. THE CONTRACTOR SHALL RETAIN A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF IOWA TO CONDUCT A SURVEY OF ALL SURVEY MONUMENTS IN AND AROUND CONSTRUCTION IS COMPLETE.

**PERMITS, FEES AND COSTS**  
 THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ANY AND ALL PERMITS AND INSPECTIONS REQUIRED FOR THE PROSECUTION OF THE WORK BY LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.

**MATERIALS AND WORKMANSHIP**  
 UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE NEW AND BOTH WORKMANSHIP AND MATERIALS SHALL BE OF THE FIRST QUALITY, PROPER AND SUFFICIENT FOR THEIR INTENDED USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORKMANSHIP AS TO THE KIND AND QUALITY OF MATERIALS AND WORKMANSHIP. ALL ITEMS OF EQUIPMENT AND/OR MATERIALS PROPOSED FOR SUBSTITUTION MUST BE APPROVED BY THE ENGINEER IN WRITING PRIOR TO USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, FEES AND SUBSTITUTION PROPOSED BY THE CONTRACTOR FOR A SPECIFIED ITEM REQUIRED ENGINEERING REVISIONS. THE EXPENSE OF SUCH REVISIONS SHALL BE PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

**EXISTING FACILITIES**  
 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM HIS WORK IN SUCH A MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING FACILITY OR UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS TO PROTECT THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

**EXAMINATION OF THE SITE**  
 THE CONTRACTOR SHALL CAREFULLY EXAMINE THE SITE OF THE PROPOSED WORK, THE PLANS AND SPECIFICATIONS, THE SUBMISSION OF A BID SHALL BE CONSIDERED EVIDENCE THAT THE CONTRACTOR HAS MADE SUCH EXAMINATION AND IS AWARE OF THE EXISTING CONDITIONS AND UTILITIES AT THE SITE. THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

**WORK LIMITS**  
 THE PLANS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

**RELOCATION OF UTILITIES**  
 ALL UTILITIES WHICH ARE SHOWN OR LOCATED DURING THE COURSE OF CONSTRUCTION SHALL BE PROTECTED AND NOT TO BE REMOVED OR DESTROYED. THESE PLANS ARE TO BE RELOCATED OR ADJUSTED BY THE OWNER OF THE UTILITY.

**UNDERGROUND UTILITIES**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS TO PROTECT THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

**UNDERGROUND UTILITIES**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS TO PROTECT THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

**EROSION CONTROL (RURAL SETTINGS)**  
 THE AREA TO BE SEEDING IS ESTIMATED TO BE LESS THAN 1 ACRE. IF THE SEEDING IS IN EXCESS OF 2 ACRES WILL BE PAID FOR AS EXTRA WORK ACCORDING TO ARTICLE 118.03.B OF THE STANDARD SPECIFICATIONS.

**SEEDING**  
 FOLLOWING THE COMPLETION OF WORK IN A DISTURBED AREA AND ACCORDING TO THE SEEDING DATES IN SECTION 2601 OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL SEED, FERTILIZE, AND MULCH ON THE DISTURBED AREA LYING 8 FEET ADJACENT TO SHOULDER AND MEDIAN AS FOLLOWS:

**PLACE SEED AND FERTILIZER**  
 ACCORDING TO THE REQUIREMENTS OF ARTICLE 2601.03.C.2 AND SECTION 419.0 OF THE STANDARD SPECIFICATIONS.

**MULCH**  
 PLACE MULCH ACCORDING TO THE REQUIREMENTS OF ARTICLES 2601.03.E.2.A AND 418.07.A OF THE STANDARD SPECIFICATIONS.

**PREPARING THE SEEDBED**  
 FURNISHING AND APPLYING SEED, FERTILIZER, AND MULCH ARE ALL INCIDENTAL TO MOBILIZATION AND WILL NOT BE PAID FOR SEPARATELY.

**INCIDENT MANAGEMENT**  
 AN INCIDENT MANAGEMENT PLAN, PROVIDED BY THE DISTRICT OFFICE, WILL BE DISCUSSED AT THE PRE-CONSTRUCTION CONFERENCE.

**WEATHER CONDITIONS**  
 NO CONSTRUCTION SHALL BE DONE DURING STORMY, FREEZING OR INCLEMENT WEATHER UNLESS PERMISSION IS GIVEN BY THE ENGINEER. WHENEVER WORK IS INTERRUPTED DURING HEAT OR COLD WEATHER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL MATERIALS AND FINISHED WORK (IF REQUIRED), FOR THE PROTECTION OF ALL MATERIALS AND FINISHED WORK.

**AGENCY NOTIFICATIONS**  
 THE CONTRACTOR TO NOTIFY LOCAL EMERGENCY SERVICE PROVIDERS, UNITED STATES POSTAL SERVICE, AND LOCAL SCHOOL DISTRICTS PRIOR TO START OF CONSTRUCTION.

**COOPERATION WITH UTILITY COMPANIES**  
 WHILE THE WORK OF THIS CONTRACT IS BEING PERFORMED, THE UTILITY COMPANIES MAY BE WORKING IN THE AREA ADJUSTER AND RESETTING EXISTING FACILITIES. THE CONTRACTOR SHALL FULLY COOPERATE WITH UTILITY COMPANIES CONCERNING CONSTRUCTION PRACTICES. THE CONTRACTOR, UTILITIES, AND ENGINEER SHALL DISCUSS THE NECESSARY CONSTRUCTION SCHEDULES TO COMPLETE THE PROJECT.

**CROSSINGS TO EXISTING PIPES AND UTILITIES**  
 WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR UTILITIES WITHIN 24 HOURS OF THE TIME THAT THE NEW POSTS ARE ERRECTED.

**UTILITY COORDINATION**  
 THE FOLLOWING IS A LIST OF THE KNOWN EXISTING UTILITIES IN THE PROJECT AREA ALONG WITH THE RESPECTIVE OWNERS. THE LIST IS INCLUDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY OWNERS IN THE PROJECT AREA PRIOR TO START OF CONSTRUCTION WHETHER LISTED ON THIS PAGE OR NOT.

**STORM SEWER**  
 CITY OF MUSCATINE  
 ENGINEERING DEPARTMENT  
 MUSCATINE, IA 52261  
 PH: (563) 262-3264

**ELECTRIC**  
 IOWA DEPARTMENT OF NATURAL RESOURCES  
 FOURTH STREET  
 MUSCATINE, IA 52261  
 PH: (563) 262-3264

**GAS**  
 ALLIANT ENERGY  
 215 OAK STREET  
 MUSCATINE, IA 52261  
 PH: (563) 262-3264

**WATER**  
 KINDER MORGAN  
 AND WATER (MFW)  
 RANDY STONEBREKER  
 MID AMERICAN ENERGY  
 PH: (563) 793-741  
 CONTACT: KELLY NOACK

**COMMUNICATION**  
 CENTURY LINK  
 PH: (563) 468-0929  
 CONTACT: CUSTOMER SERVICE

**UTILITIES NOTIFICATION**  
 AT LEAST TWO WORKING DAYS PRIOR TO COMMENSING CONSTRUCTION OPERATIONS IN AN UTILITY FACILITIES IN THE CONSTRUCTION AREA IN SUCH A MANNER AS TO INDICATE THEIR LOCATION AND THE APPROXIMATE DEPTH AT WHICH THEY WERE INSTALLED. THE MARKING OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO DAYS AHEAD OF THE PLANNED CONSTRUCTION.

**MID-AMERICAN ENERGY NOTIFICATION**  
 AT LEAST 24 HOURS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS WITHIN 25 FT OF THE EXISTING 10" HIGH PRESSURE GAS MAIN, THE CONTRACTOR SHALL NOTIFY MID-AMERICAN ENERGY BY PHONE AND IN WRITING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION ACTIVITIES WITHIN 25 FT OF THE EXISTING 10" HIGH PRESSURE GAS MAIN.

**TEMPORARY TRAFFIC CONTROL**  
 IT IS ESSENTIAL THAT THE ENGINEER HAVE THE AUTHORITY TO CONTROL THE PROGRESS OF THE WORK ON THE PROJECT IN ITS RELATION TO OBTAINING SAFE CONDITIONS. THIS INCLUDES THE AUTHORITY TO MODIFY OR SUSPEND THE CONTRACTOR'S TEMPORARY TRAFFIC CONTROL AS THE ENGINEER DEEMS NECESSARY. ALL TRAFFIC CONTROL TO SUPPLY VALL TRAFFIC CONTROL TO THE APPLICABLE SPECIFICATIONS OF THE IOWA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

**ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH SECTION 259.03 OF THE IOWADOT STANDARD SPECIFICATIONS AND THE IOWA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.**

**RESTORATION**  
 THE CONTRACTOR SHALL PROVIDE FOR PROTECTION OF THE FOLLOWING:  
 EXISTING STREETS, DRIVEWAYS, SIDEWALKS, CURBS, CUTTERS, LAND, THE MAINTENANCE OF THE CONSTRUCTION AREA DURING PROGRESS OF AGRICULTURAL WORK AND THE COMPLETE RESTORATION OF THE CONSTRUCTION AREA TO ITS ORIGINAL CONDITION AT THE COMPLETION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS TO PROTECT THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

**EROSION CONTROL**  
 ALL EROSION AND SEDIMENTATION CONTROL SHALL BE PERFORMED ACCORDING TO THE DETAIL PLANS; ACCORDING TO THE LATEST IOWA EPA AUTHORIZATION FOR CONSTRUCTION ACTIVITY UNDER THE FEDERAL CLEAN WATER ACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS TO PROTECT THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

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**BASE OF BEARINGS**  
 THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL MEASURES THAT ARE USED FOR WATER QUALITY PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ANTICIPATED SITE CONDITIONS, DURING CONSTRUCTION, DEVIATIONS FROM THIS PLAN MAY BE NECESSARY IN ORDER TO MAINTAIN WATER QUALITY.

**ALTA SURVEY**  
 ALTA SURVEY PROVIDED BY ORIGIN DESIGN DATED 09-10-2021. REFER TO ALTA/SNPS SURVEY FOR ADDITIONAL INFORMATION.

**SEMINAR NOTES**  
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**IN ANY CASE WHERE THE PLANS CALL FOR A NEW SIGN AND POSTS TO BE INSTALLED AT A MINIMUM OF EITHER 5 FT AHEAD OR BEHIND THE EXISTING SIGN INSTALLATION, WHENEVER**

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## Exhibit C

### INSURANCE

#### 1.1 LICENSEE'S INSURANCE

1.1.1 Prior to the start of any activity and/or construction of the Encroachments on or near the Easement Area (the "Work") and at all times during the performance of the Work and this Encroachment Agreement, Licensee shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to MidAmerican, such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from Licensee's operations under the Encroachment Agreement and for which Licensee may be legally liable, whether such operations are by Licensee or by a contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1.1.2 MidAmerican intends that this agreement shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and MidAmerican, but without restricting or waiving any obligations of the Licensee herein contained, Licensee shall insure the risks associated with the Work and this Encroachment Agreement with minimum coverages and limits as set forth below:

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$1,000,000 Each Accident  
Bodily Injury by Disease \$1,000,000 Policy Limit  
Bodily Injury by Disease \$1,000,000 Each Employee

covering location of all work places involved in this Encroachment Agreement.

B. The most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an Occurrence Basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverages.

- a. Premises and Operations Coverage
- b. Independent Contractor's Coverage
- c. Contractual Liability
- d. Products and Completed Operations Coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad Form Property Damage Liability
- g. Personal Injury Liability, with the contractual exclusion removed
- h. Sudden and Accidental Pollution Liability, as appropriate

C. The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits not less than \$1,000,000 each accident Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate.

D. Umbrella Liability Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A (employer's liability only), B and C above. Licensee shall notify MidAmerican, if at any time their full umbrella limit is not available during the term of this Encroachment Agreement, and will purchase additional limits, if requested by MidAmerican.

1.1.3 Licensee shall, on or prior to the date Work commences, deliver to MidAmerican certificates of insurance evidencing valid coverage in effect as specified by this document. All Workers' Compensation, Commercial General Liability and Umbrella Liability policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. The Commercial General Liability policy waiver of subrogation endorsement shall be ISO Form CG 24 04 or its equivalent. All required insurance policies shall provide that the policy is primary and will not contribute with any policy carried by MidAmerican.

1.1.4 MidAmerican Energy Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Licensee's insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent.

1.1.5 Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Licensee's sole risk.

1.1.6 No cancellation or material reductions of coverage in the policies shall become effective except on thirty (30) days' written notice thereof to MidAmerican at MidAmerican's office originating the Encroachment Agreement. For those insurance coverages whereby MidAmerican is required to be named as an additional insured, Licensee shall at any time requested by MidAmerican prior to or during the term of the Work or this Encroachment Agreement, deliver to MidAmerican certified copies of any and all insurance policies so requested. Further, should a loss arise during the term of this Encroachment Agreement that may give rise to a claim against Licensee, and/or MidAmerican as additional insured, Licensee shall deliver to MidAmerican, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Encroachment Agreement, if so requested by MidAmerican.

1.1.7 Should Licensee, its contractors or its subcontractors fail to provide or maintain any of the insurance coverages referred to in this document, MidAmerican shall have the right, but no obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Licensee's expense, either by direct charge or set-off.

1.1.8 MidAmerican does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Licensee, and Licensee shall be solely responsible for any deficiencies thereof. Nothing in this document shall be deemed to limit Licensee's liability under this Encroachment Agreement.

## 1.2 CONTRACTORS AND SUBCONTRACTOR'S INSURANCE

1.2.1 Should Licensee let, contract, sublet or subcontract any portion of the Work, Licensee shall, before permitting any of its contractors or subcontractors to perform any Work at the site, require each contractor and subcontractor to carry insurance with terms and limits similar to that specified in Section 1.1.2, or provide evidence that such contractors or subcontractors are covered as named insureds under Licensee's insurance coverages as required in Section 11.1.2, or a contractors insurance coverage meeting this terms of this Section 1.2.1. Prior to the commencement of Work by any contractor or subcontractor, Licensee shall provide to MidAmerican certificates of insurance evidencing that each contractor or subcontractor carries insurance as required by Section 11.1.2, or evidencing that such contractors or subcontractors are named insureds under Licensee's insurance coverages or the insurance coverages of a contractor meeting the terms of this Section 1.2.1. As with Licensee's insurance coverage, MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any contractor or subcontractor insurance required by this section.

**Easement Encroachment License Agreement**

**Recorder's Cover Sheet**

**Prepared by and Return Document to:**

MidAmerican Energy Company  
Attn: Kelsy Ballard  
Right of Way Services  
PO Box 657  
Des Moines, Iowa 50306-0657  
Phone: 515-242-3980

**Licensor:** MidAmerican Energy Company, an Iowa corporation

**Licensee:** Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation

**Legal Description:** Refer to Paragraph "A"

## Easement Encroachment License Agreement

This EASEMENT ENCROACHMENT LICENSE AGREEMENT ("License Agreement") is made and entered into this ~~31<sup>st</sup>~~ day of August, 2022, by and between Love's Travel Stops and Country Stores, Inc., an Oklahoma corporation ("Licensee"), and MIDAMERICAN ENERGY COMPANY, an Iowa corporation ("MidAmerican"). Licensee and MidAmerican are sometimes referred to individually as a "Party" or collectively as the "Parties".

### Recitals

- A. WHEREAS, MidAmerican is the holder of a gas pipeline easement granted by Pearl Products Company, an Iowa Corporation on January 20<sup>th</sup>, 1960, and recorded on March 30, 1960, as Document No. 1897, in Book 122 at Page 523, across the following described property in Muscatine County, Iowa.

A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West of the 5<sup>th</sup> P.M., commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line 670.6 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U.S. Highway No. 61; thence South 59° 38' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning. Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the Southerly boundary line of said property which point is South 0° 15' East 971.2 feet from the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9, said Township and Range, thence South 59° 38' West 10 feet, more or less, along the Northerly line of the right-of-way of U.S. Highway No. 61; thence running Northerly in a straight course 300.6 feet, more or less, to a point on the Northerly boundary line of said property, which point is 10 feet, more or less from the West Quarter Section line of the Southeast Quarter of the Southeast Quarter of said Section 9. (Parcel No. 1309400019)

This pipeline easement area is referred to in this Agreement as "Easement" and attached hereto as Exhibit A; and

- B. WHEREAS, pursuant to the authority contained in the Easement, the IAQC608 Gas Transmission Pipeline and appurtenances and equipment thereto, along with the right to construct, reconstruct, operate, maintain, and remove the pipeline and appurtenances thereto, from time to time (hereinafter referred to as the "Pipeline") upon, under, over, along, across and through the Easement; and
- C. WHEREAS Licensee is the present title holders of a portion of the real property encumbered by the Easement described as 2417 Grandview Avenue, Muscatine, Iowa 52761; and

- D. WHEREAS, Licensee has been advised by MidAmerican that MidAmerican operates and maintains the Pipeline within the Easement; and
- E. WHEREAS, Licensee has requested permission from MidAmerican to construct two driveways from the proposed road to the proposed Travel Stop at locations depicted on Exhibit B (hereinafter together referred to individually or collectively as the "Encroachment" or "Encroachment Area"); and
- F. WHEREAS MidAmerican is willing to allow the Encroachment upon the terms and conditions set forth as follows.
- G. THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the Parties hereto agree as follows:
1. MidAmerican hereby grants permission to Licensee to construct two driveways from the proposed road to the proposed Travel Stop upon the Easement pursuant to the drawings attached hereto as Exhibit B, provided that the Encroachment shall not impair MidAmerican's right to operate, inspect, and maintain the Pipeline as more specifically stated in the Easement, including the right of ingress and egress onto the Easement, and subject to the following conditions:
    - a) Licensee assume all risks for damages, injuries, or loss to either property or persons which may be incurred by Licensee or their respective agents, invitees, licensees, successors, and assigns, present on or in the vicinity of the Easement within or near the Encroachment Area, except as may be caused by the negligent or intentional acts of MidAmerican or its employees, contractor, agents, or representatives.
    - b) That the permission granted herein is limited exclusively to the Encroachment and all activities reasonably related hereto within the Easement as identified in Exhibit B, and is for the sole purpose of the construction, operation, maintenance, repair, replacement, and other activity associated with the two driveways.
    - c) That Licensee shall notify MidAmerican of any planned construction activities within the Easement or when excavation is to be performed within 25 feet of the Pipeline so arrangements can be made for a MidAmerican representative to monitor the activities and excavation. This notification is separate and apart from any notifications provided pursuant to Iowa law, including notification to One Call. Future notification will be required when subsequent construction, maintenance, repair, replacement, or other activities will be conducted by Licensee within the Easement so a MidAmerican representative may be present to ensure the protection of MidAmerican's Pipeline and facilities. MidAmerican shall be reimbursed by Licensee for their reasonable and documented costs in monitoring any activities within or near the Easement that take place outside of regular work hours for MidAmerican operations personnel.
    - d) That Licensee and MidAmerican shall at all times conduct activities on or within the Easement or Encroachment Area in such a manner as not to unreasonably interfere with the rights of any Party to this Agreement, including the use, operation, inspection, maintenance, repair, replacement, and reconstruction of the Pipeline, the Easement Area, the Encroachment Area, or facilities therein, or the right of ingress and egress thereto.

- e) That Licensee shall not materially alter the grade anywhere nor install any retention ponds within the Easement without prior written permission of MidAmerican, excepting the locations identified and to the extent shown on Exhibit B.
  - f) That Licensee shall not plant any trees or shrubs within the Easement without the prior written consent of MidAmerican.
  - g) That Licensee shall not install any sprinklers within the Easement without the prior written consent of MidAmerican.
  - h) That Licensee shall not install, or allow the installation of fences, buildings, structures, or other improvements within the Easement, except as otherwise provided in this Agreement.
  - i) That Licensee shall not permanently store items within the Easement area.
  - j) That Licensee shall, if deemed necessary by MidAmerican, install mats, timber bridges or other protective materials or construct an earthen bridge over the Pipeline in order to protect the Pipeline from external loading during construction. The cost to purchase, place, construct and remove the protective measures is to be borne by the Licensee.
  - k) Licensee agree to indemnify, protect, and hold MidAmerican, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, death, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action (including the cost or expense of environmental response, removal or remediation activities), negligence, transaction or omission of Licensee in connection with, or incidental to the Encroachment, except where such loss, cost, liability, or expense was proximately caused by the negligence or intentional acts of MidAmerican or its employees, contractors, agents, or representatives. MidAmerican, Licensee and their successors and assigns, will comply with applicable federal, state, and local laws in the grant and use of this License Agreement.
2. Licensee agrees that protection of the Pipeline will be maintained at all times during any work by Licensee, as the case may be, in the area of the Encroachment.
  3. MidAmerican requires Licensee to provide to MidAmerican evidence of general liability and other appropriate and usual insurance prior to any activity and/or construction on or near MidAmerican's Easement. The insurance limits, terms and conditions required as part of this Agreement are shown in Exhibit C, attached hereto.
  4. In the event MidAmerican needs to remove any of the Encroachment within the Easement in order to utilize MidAmerican's Easement rights, including but not limited to the right to maintain, operate, repair, remove, or resize the Pipeline, Licensee, or their respective heirs, successors, and assigns, shall pay the reasonable and documented cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by MidAmerican on the Pipeline located in the Easements shall be performed in a reasonable workmanlike manner. MidAmerican shall

not be liable for loss, damage to, or replacement of the Encroachment, or any associated equipment and facilities that exist or which may be placed within the Easements, and, in this regard, Licensee hereby release MidAmerican, its employees, agents, officers, and directors from any and all liability for any such loss resulting from MidAmerican's use of its Easement, including maintenance, operations, repair, removal, or resizing the Pipeline. The foregoing shall not be construed to limit liabilities in Section 2 of this Agreement, it being the intent of the Parties that Iowa Code Chapter 668 (2015) shall govern the Parties' liability rights and responsibilities under Section 2.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by MidAmerican of its rights to enjoy the Easement unencumbered by the construction of the Encroachment within the Easement. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth above.
  6. 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 AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.
  7. All Parties warrant that they have full and sufficient authority to execute this agreement and each party will sign any additional documents necessary to effectuate this agreement.
  8. This Agreement and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties and the benefits of this agreement shall run with the land. In the event Licensee cease to use or maintain the Encroachment, this Agreement shall cease, and all rights herein granted shall revert to MidAmerican, its successors or assigns.
- H. IN WITNESS WHEREOF, the Parties represent and warrant to each other that the person executing this License Agreement on behalf of such Party has the full authority to bind such Party to every term of this License Agreement.

*(Signatures and Acknowledgments to follow)*

MidAmerican Energy Company, an Iowa corporation

By: [Signature]

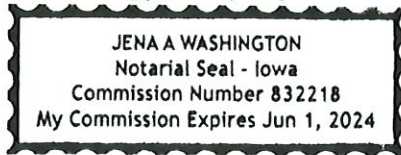
Print: Nick Nation

Title: Vice President, Gas Delivery

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Polk ) ss

This record was acknowledged before me on August 31<sup>st</sup>, 2022, by Nick Nation as Vice President, Gas Delivery of MidAmerican Energy Company, an Iowa corporation, on behalf of MidAmerican Energy Company.



[Signature]  
Signature of Notary Public

Love's Travel Stops & Country Stores, Inc. an Oklahoma corporation

By: [Signature]

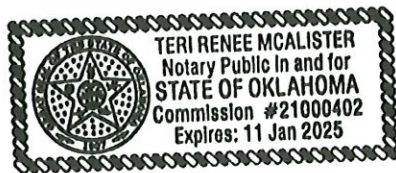
Print: Spencer Heines

Title: VP & CFO

ACKNOWLEDGMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss

This record was acknowledged before me on June 29<sup>th</sup>, 2022, by Spencer Heines as VP and CFO of Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, on behalf of said company.



[Signature]  
Signature of Notary Public

EXHIBIT "A"

IO ILLINOIS GAS AND ELECTRIC COMPANY

FILED MAR 20 1960 Form 15-1007 Oct. 17, 1947

This easement obtained by: E. T. Febricius Treasury Department Davenport, Iowa (Name-Department-City)

GAS EASEMENT (IOWA RURAL)

LUCILE FREYBLI RECORDER

C. O. No. 30-1.2.359.01

County of Muscatine Range 2 West of 5th P.M. Township 76 North Section 9

The undersigned owner(s), Pearl Products Company, an Iowa corporation

and the undersigned tenant(s),

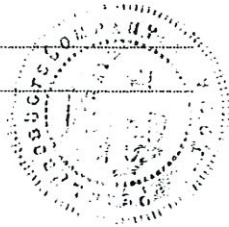
In consideration of \$100.00, hereby grant(s) to IOWA-ILLINOIS GAS AND ELECTRIC COMPANY (hereinafter called the "Company"), an Illinois corporation authorized to do business in Iowa, its successors and assigns, a right-of-way easement, for the purpose of constructing, reconstructing, operating, maintaining and removing a pipe line for the transportation of gas, oil, petroleum and other substances and all appurtenances and equipment used and useful in the transportation of such substances, together with the right of ingress and egress, upon, under, over, along and across the real estate located in Muscatine County in the State of Iowa, described as follows: A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West, commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line of 306 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U. S. Highway No. 61; thence South 59° 33' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning.

Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the southerly boundary line of said property which point is south 0° 15' East 971.2 feet from the northeast corner of the southwest quarter of the southeast quarter of said Section 9, said Township and Range, thence South 59° 38' West 10 feet, more or less, along the northerly line of the right-of-way of U.S. Highway No. 61, thence running northerly in a straight course 300.6 feet, more or less, to a point on the northerly boundary line of said property, which point is 10 feet, more or less from the west quarter section line of the southeast quarter of the southeast quarter of said Section 9.

Damages to fences, trees, crops and the undersigned, their successors and assigns, by the Company while constructing or maintaining the lines shall be paid by the Company to the party damaged, if the amount of damages is not agreed upon, it shall be determined by three disinterested persons, one appointed by the party damaged, one by the Company, and a third appointed by the two so appointed, and the written determination by a majority thereof of the amount shall be final and conclusive. Each party shall pay the compensation and out-of-pocket expenses of the person named by said party, and shall pay one-half the compensation and out-of-pocket expenses of the third person.

Signed and dated this 20th day of January, 1960.

Pearl Products Company By: Francis L. Tompkins - President By: Gary L. Tompkins - Vice President



INDIVIDUAL ACKNOWLEDGMENTS

STATE OF IOWA, County, ss.

On this day of, A. D. 19, before me, a Notary Public in and for County, State of Iowa, personally appeared

CORPORATE ACKNOWLEDGMENT

Form 111C

STATE OF IOWA Muscatine County ss.

On this 20th day of January, A. D. 1960, before me, a Notary Public in and for said county personally appeared Francis L. Tompkins and Gary L. Tompkins

to me personally known, who being by me duly sworn did say that they are president and vice-president, respectively, of

said PEARL PRODUCTS COMPANY, an Iowa corporation

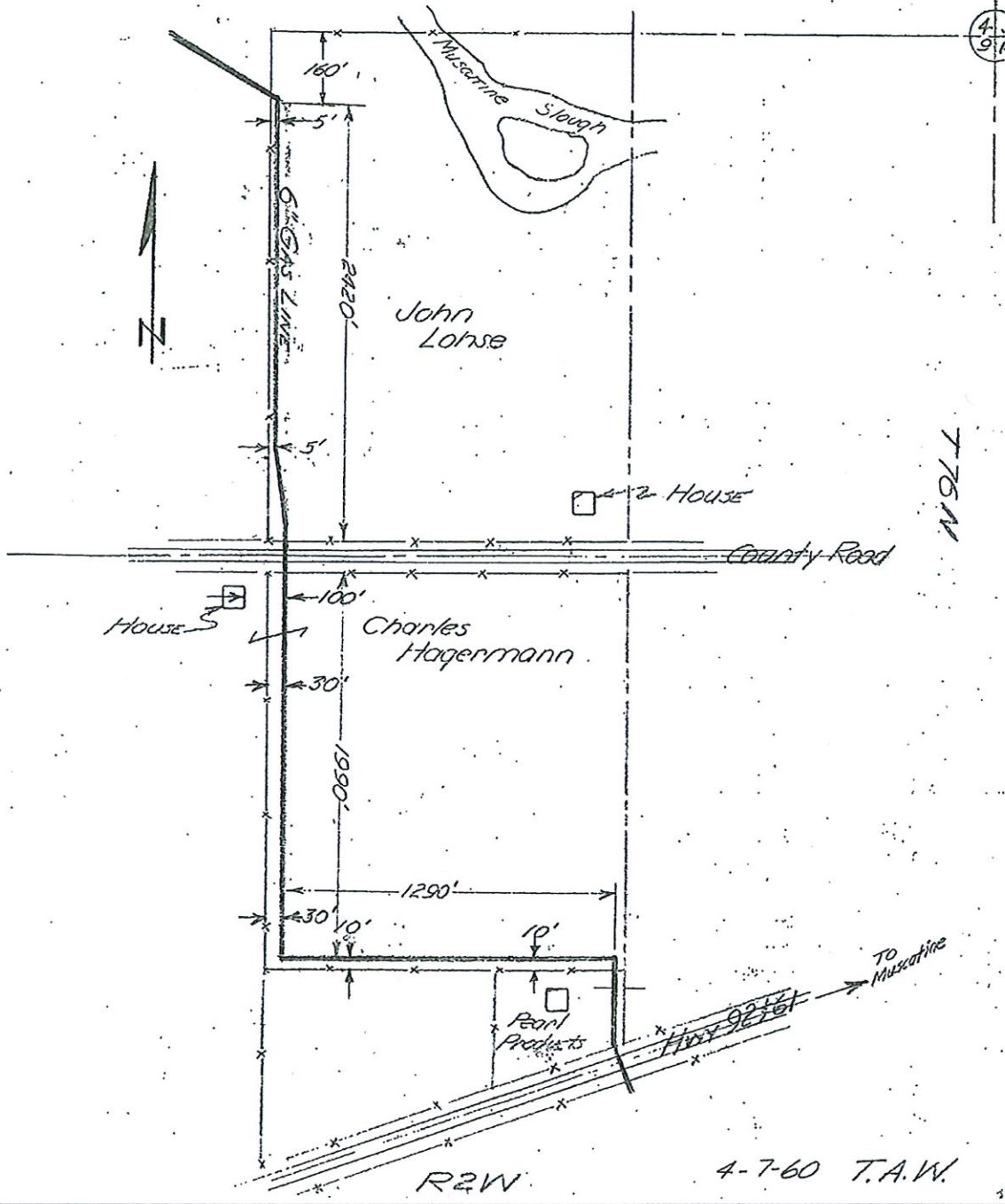
that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Francis L. Tompkins

and Gary L. Tompkins, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it substantially executed.

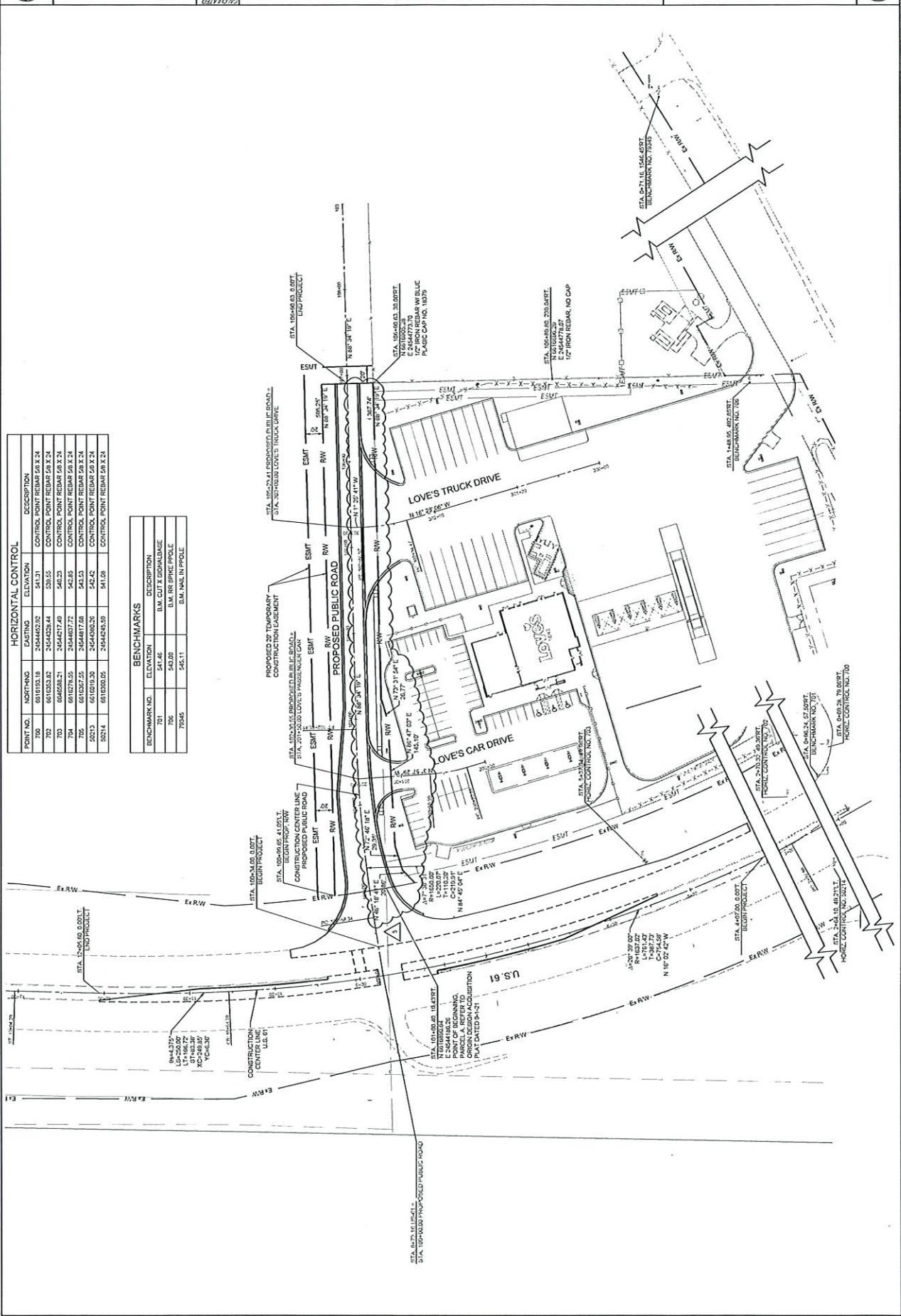
(Notarial Seal)

Notary Public in and for said County

LOCATION OF 6" GAS FEEDER LINE  
THROUGH PROPERTIES OF:  
JOHN LOHSE & CHARLES HAGERMANN







HORIZONTAL CONTROL			
POINT NO.	NORTHING	EASTING	DESCRIPTION
700	6110105.18	24544625.92	CONTROL POINT REBAR 5/8 X 24
702	6110355.62	24544626.44	CONTROL POINT REBAR 5/8 X 24
703	6110355.62	24544617.49	CONTROL POINT REBAR 5/8 X 24
704	6110278.55	24544617.72	CONTROL POINT REBAR 5/8 X 24
705	6110377.55	24544617.68	CONTROL POINT REBAR 5/8 X 24
50213	6110101.30	24544608.25	CONTROL POINT REBAR 5/8 X 24
50214	6110355.05	24544625.29	CONTROL POINT REBAR 5/8 X 24

BENCHMARKS		
BENCHMARK NO.	ELEVATION	DESCRIPTION
701	241.46	B.M. CUT & SHOULDER
706	243.00	B.M. IRON SPIKE POLE
7065	245.11	B.M. WALK IN POLE



## Exhibit C

### INSURANCE

#### 1.1 LICENSEE'S INSURANCE

1.1.1 Prior to the start of any activity and/or construction of the Encroachments on or near the Easement Area (the "Work") and at all times during the performance of the Work and this Encroachment Agreement, Licensee shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to MidAmerican, such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from Licensee's operations under the Encroachment Agreement and for which Licensee may be legally liable, whether such operations are by Licensee or by a contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1.1.2 MidAmerican intends that this agreement shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and MidAmerican, but without restricting or waiving any obligations of the Licensee herein contained, Licensee shall insure the risks associated with the Work and this Encroachment Agreement with minimum coverages and limits as set forth below:

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$1,000,000 Each Accident  
Bodily Injury by Disease \$1,000,000 Policy Limit  
Bodily Injury by Disease \$1,000,000 Each Employee

covering location of all work places involved in this Encroachment Agreement.

B. The most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an Occurrence Basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverages.

- a. Premises and Operations Coverage
- b. Independent Contractor's Coverage
- c. Contractual Liability
- d. Products and Completed Operations Coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad Form Property Damage Liability
- g. Personal Injury Liability, with the contractual exclusion removed
- h. Sudden and Accidental Pollution Liability, as appropriate

C. The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits not less than \$1,000,000 each accident Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate.

D. Umbrella Liability Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A (employer's liability only), B and C above. Licensee shall notify MidAmerican, if at any time their full umbrella limit is not available during the term of this Encroachment Agreement, and will purchase additional limits, if requested by MidAmerican.

1.1.3 Licensee shall, on or prior to the date Work commences, deliver to MidAmerican certificates of insurance evidencing valid coverage in effect as specified by this document. All Workers' Compensation, Commercial General Liability and Umbrella Liability policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. The Commercial General Liability policy waiver of subrogation endorsement shall be ISO Form CG 24 04 or its equivalent. All required insurance policies shall provide that the policy is primary and will not contribute with any policy carried by MidAmerican.

1.1.4 MidAmerican Energy Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Licensee's insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent.

1.1.5 Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Licensee's sole risk.

1.1.6 No cancellation or material reductions of coverage in the policies shall become effective except on thirty (30) days' written notice thereof to MidAmerican at MidAmerican's office originating the Encroachment Agreement. For those insurance coverages whereby MidAmerican is required to be named as an additional insured, Licensee shall at any time requested by MidAmerican prior to or during the term of the Work or this Encroachment Agreement, deliver to MidAmerican certified copies of any and all insurance policies so requested. Further, should a loss arise during the term of this Encroachment Agreement that may give rise to a claim against Licensee, and/or MidAmerican as additional insured, Licensee shall deliver to MidAmerican, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Encroachment Agreement, if so requested by MidAmerican.

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1.1.8 MidAmerican does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Licensee, and Licensee shall be solely responsible for any deficiencies thereof. Nothing in this document shall be deemed to limit Licensee's liability under this Encroachment Agreement.

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1.2.1 Should Licensee let, contract, sublet or subcontract any portion of the Work, Licensee shall, before permitting any of its contractors or subcontractors to perform any Work at the site, require each contractor and subcontractor to carry insurance with terms and limits similar to that specified in Section 1.1.2, or provide evidence that such contractors or subcontractors are covered as named insureds under Licensee's insurance coverages as required in Section 11.1.2, or a contractor's insurance coverage meeting the terms of this Section 1.2.1. Prior to the commencement of Work by any contractor or subcontractor, Licensee shall provide to MidAmerican certificates of insurance evidencing that each contractor or subcontractor carries insurance as required by Section 11.1.2, or evidencing that such contractors or subcontractors are named insureds under Licensee's insurance coverages or the insurance coverages of a contractor meeting the terms of this Section 1.2.1. As with Licensee's insurance coverage, MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any contractor or subcontractor insurance required by this section.

**Easement Encroachment License Agreement**

**Recorder's Cover Sheet**

**Prepared by and Return Document to:**

MidAmerican Energy Company  
Attn: Kelsy Ballard  
Right of Way Services  
PO Box 657  
Des Moines, Iowa 50306-0657  
Phone: 515-242-3980

**Licensors:** MidAmerican Energy Company, an Iowa corporation

**Licensee:** City of Muscatine, Iowa

**Legal Description:** Refer to Paragraph "A"

## Easement Encroachment License Agreement

This EASEMENT ENCROACHMENT LICENSE AGREEMENT ("License Agreement") is made and entered into this 21 day of July, 2022, by and between the City of Muscatine, Iowa, ("Licensee"), and MIDAMERICAN ENERGY COMPANY, an Iowa corporation ("MidAmerican"). Licensee and MidAmerican are sometimes referred to individually as a "Party" or collectively as the "Parties".

### Recitals

- A. WHEREAS, MidAmerican is the holder of a gas pipeline easement granted by Pearl Products Company, an Iowa corporation on January 20<sup>th</sup>, 1960, and recorded on March 30, 1960, as Document No. 1897, in Book 122 at Page 523, across the following described property in Muscatine County, Iowa.

A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West of the 5<sup>th</sup> P.M., commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line 670.6 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U.S. Highway No. 61; thence South 59° 38' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning. Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the Southerly boundary line of said property which point is South 0° 15' East 971.2 feet from the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9, said Township and Range, thence South 59° 38' West 10 feet, more or less, along the Northerly line of the right-of-way of U.S. Highway No. 61; thence running Northerly in a straight course 300.6 feet, more or less, to a point on the Northerly boundary line of said property, which point is 10 feet, more or less from the West Quarter Section line of the Southeast Quarter of the Southeast Quarter of said Section 9. (Parcel No. 1309400019)

This pipeline easement area is referred to in this Agreement as "Easement" and attached hereto as Exhibit A; and

- B. WHEREAS, pursuant to the authority contained in the Easement, the IAQC608 Gas Transmission Pipeline and appurtenances and equipment thereto, along with the right to construct, reconstruct, operate, maintain and remove the pipeline and appurtenances thereto, from time to time (hereinafter referred to as the "Pipeline") upon, under, over, along, across and through the Easement; and
- C. WHEREAS, Licensee is the present title holders of a portion of the real property encumbered by the Easement described as 2417 Grandview Avenue, Muscatine, Iowa 52761; and

- D. WHEREAS, Licensee has been advised by MidAmerican that MidAmerican operates and maintains the Pipeline within the Easement; and
- E. WHEREAS, Licensee has requested permission from MidAmerican to construct a road and storm sewer at locations depicted on Exhibit B (hereinafter together referred to individually or collectively as the "Encroachment" or "Encroachment Area"); and
- F. WHEREAS MidAmerican is willing to allow the Encroachment upon the terms and conditions set forth as follows.
- G. THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the Parties hereto agree as follows:
1. MidAmerican hereby grants permission to Licensee to construct a road and storm sewer upon the Easement pursuant to the drawings attached hereto as Exhibit B, provided that the Encroachment shall not impair MidAmerican's right to operate, inspect, and maintain the Pipeline as more specifically stated in the Easement, including the right of ingress and egress onto the Easement, and subject to the following conditions:
    - a) Licensee assume all risks for damages, injuries, or loss to either property or persons which may be incurred by Licensee or their respective agents, invitees, licensees, successors, and assigns, present on or in the vicinity of the Easement within or near the Encroachment Area, except as may be caused by the negligent or intentional acts of MidAmerican or its employees, contractor, agents, or representatives.
    - b) That the permission granted herein is limited exclusively to the Encroachment and all activities reasonably related hereto within the Easement as identified in Exhibit B, and is for the sole purpose of the construction, operation, maintenance, repair, replacement, and other activity associated with the road and storm sewer.
    - c) That Licensee shall notify MidAmerican of any planned construction activities within the Easement or when excavation is to be performed within 25 feet of the Pipeline so arrangements can be made for a MidAmerican representative to monitor the activities and excavation. This notification is separate and apart from any notifications provided pursuant to Iowa law, including notification to One Call. Future notification will be required when subsequent construction, maintenance, repair, replacement, or other activities will be conducted by Licensee within the Easement so a MidAmerican representative may be present to ensure the protection of MidAmerican's Pipeline and facilities. MidAmerican shall be reimbursed by Licensee for their reasonable and documented costs in monitoring any activities within or near the Easement that take place outside of regular work hours for MidAmerican operations personnel.
    - d) That Licensee and MidAmerican shall at all times conduct activities on or within the Easement or Encroachment Area in such a manner as not to unreasonably interfere with the rights of any Party to this Agreement, including the use, operation, inspection, maintenance, repair, replacement, and reconstruction of the Pipeline, the Easement Area, the Encroachment Area, or facilities therein, or the right of ingress and egress thereto.
    - e) That Licensee shall not materially alter the grade anywhere nor install any retention ponds within the Easement without prior written permission of MidAmerican, excepting the locations identified and to the extent shown on

Exhibit B.

- f) That Licensee shall not plant any trees or shrubs within the Easement without the prior written consent of MidAmerican.
  - g) That Licensee shall not install any sprinklers within the Easement without the prior written consent of MidAmerican.
  - h) That Licensee shall not install, or allow the installation of fences, buildings, structures, or other improvements within the Easement, except as otherwise provided in this Agreement.
  - i) That Licensee shall not permanently store items within the Easement area.
  - j) That Licensee shall, if deemed necessary by MidAmerican, install mats, timber bridges or other protective materials or construct an earthen bridge over the Pipeline in order to protect the Pipeline from external loading during construction. The cost to purchase, place, construct and remove the protective measures is to be borne by the Licensee.
  - k) Licensee agree to indemnify, protect, and hold MidAmerican, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, death, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action (including the cost or expense of environmental response, removal or remediation activities), negligence, transaction or omission of Licensee in connection with, or incidental to the Encroachment, except where such loss, cost, liability, or expense was proximately caused by the negligence or intentional acts of MidAmerican or its employees, contractors, agents, or representatives. MidAmerican, Licensee and their successors and assigns, will comply with applicable federal, state, and local laws in the grant and use of this License Agreement.
2. Licensee agrees that protection of the Pipeline will be maintained at all times during any work by Licensee, as the case may be, in the area of the Encroachment.
  3. MidAmerican requires Licensee to provide to MidAmerican evidence of general liability and other appropriate and usual insurance prior to any activity and/or construction on or near MidAmerican's Easement. The insurance limits, terms and conditions required as part of this Agreement are shown in Exhibit C, attached hereto.
  4. In the event MidAmerican needs to remove any of the Encroachment within the Easement in order to utilize MidAmerican's Easement rights, including but not limited to the right to maintain, operate, repair, remove, or resize the Pipeline, Licensee, or their respective heirs, successors, and assigns, shall pay the reasonable and documented cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by MidAmerican on the Pipeline located in the Easements shall be performed in a reasonable workmanlike manner. MidAmerican shall not be liable for loss, damage to, or replacement of the Encroachment, or any associated equipment and facilities that exist or which may be placed within the Easements, and, in this regard, Licensee hereby release MidAmerican, its employees, agents, officers, and

directors from any and all liability for any such loss resulting from MidAmerican's use of its Easement, including maintenance, operations, repair, removal, or resizing the Pipeline. The foregoing shall not be construed to limit liabilities in Section 2 of this Agreement, it being the intent of the Parties that Iowa Code Chapter 668 (2015) shall govern the Parties' liability rights and responsibilities under Section 2.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by MidAmerican of its rights to enjoy the Easement unencumbered by the construction of the Encroachment within the Easement. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth above.
  6. 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 AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.
  7. All Parties warrant that they have full and sufficient authority to execute this agreement and each party will sign any additional documents necessary to effectuate this agreement.
  8. This Agreement and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties and the benefits of this agreement shall run with the land. In the event Licensee cease to use or maintain the Encroachment, this Agreement shall cease, and all rights herein granted shall revert to MidAmerican, its successors or assigns.
- H. IN WITNESS WHEREOF, the Parties represent and warrant to each other that the person executing this License Agreement on behalf of such Party has the full authority to bind such Party to every term of this License Agreement.

*(Signatures and Acknowledgments to follow)*

MidAmerican Energy Company, an Iowa corporation

By: [Signature]

Print: Nick Nation

Title: Vice President, Gas Delivery

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF POLK ) ss

This record was acknowledged before me on August 31<sup>st</sup>, 2022, by Nick Nation as Vice President, Gas Delivery of MidAmerican Energy Company, an Iowa corporation, on behalf of MidAmerican Energy Company.

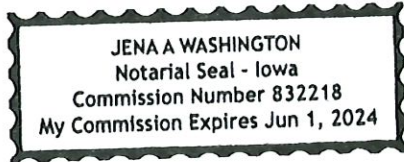
[Signature]  
Signature of Notary Public

City of Muscatine, Iowa

By [Signature]  
Brad Bark (Jul 27, 2022 16:36 EDT)

Print Dr. Brad Bark

Title Mayor



ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Muscatine ) ss

This record was acknowledged before me on July 25, 2022, by Brad Bark as Mayor of City of Muscatine, Iowa, on behalf of the City of Muscatine, Iowa.

[Signature]  
Signature of Notary Public



Cinda L. Hilger  
Iowa Notarial Seal  
Commission Number: 753850  
My commission expires: 7-22-2023

EXHIBIT "A"

FILED MAR 22 1960  
TOWN OF MUSCATINE IOWA

10 ILLINOIS GAS AND ELECTRIC COMPANY

2:27 P.M.

This easement obtained by:  
E. T. Fabricius  
Treasury Department  
Davenport, Iowa  
(Name-Department-City)

GAS EASEMENT  
(IOWA RURAL)

LUCILE FREYBLI, RECORDER  
C. O. No. 30-1.2.359.01

County of Muscatine Range 2 West of 530 P.M.  
Township 76 North Section 9

Check or Draft No.

The undersigned owner(s), Pearl Products Company, an Iowa corporation

and the undersigned tenant(s),

in consideration of \$100.00, hereby grant(s) to IOWA-ILLINOIS GAS AND ELECTRIC COMPANY (hereinafter called the "Company"), an Illinois corporation authorized to do business in Iowa, its successors and assigns, a right-of-way easement, for the purpose of constructing, reconstructing, operating, maintaining and removing a pipe line for the transportation of gas, oil, petroleum and other substances and all appurtenances and equipment used and useful in the transportation of such substances, together with the right of ingress and

egress, upon, under, over, along and across the real estate located in Muscatine County in the State of Iowa, described as follows: A part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 76 North, Range 2 West, commencing at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 9; thence South along the Quarter section line of 30.6 feet to the point of beginning; thence continuing South along said Section line 300.6 feet to the Northerly line of the right-of-way of U. S. Highway No. 61; thence South 59° 33' 30" West along the Northerly line of said Highway, 502.3 feet; thence North 2° 10' West 535 feet; thence North 87° 35' East 453.9 feet to the point of beginning.

Said pipeline on the property above described shall be located as nearly as is practicable along a course as follows: Beginning at a point on the southerly boundary line of said property which point is south 0° 15' East 971.2 feet from the northeast corner of the southwest quarter of the southeast quarter of said Section 9, said Township and Range, thence South 59° 33' West 10 feet, more or less, along the northerly line of the right-of-way of U.S. Highway No. 61, thence running northerly in a straight course 300.6 feet, more or less, to a point on the northerly boundary line of said property, which point is 10 feet, more or less from the west quarter section line of the southeast quarter of the southeast quarter of said Section 9.

Damages to fences, livestock or crops of the undersigned, their successors and assigns, by the Company while constructing or maintaining the lines shall be paid by the Company to the party damaged. If the amount of damages is not agreed upon, it shall be determined by three disinterested persons, one appointed by the party damaged, one by the Company, and a third appointed by the two so appointed, and the written determination by a majority thereof of the amount shall be final and conclusive. Each party shall pay the compensation and out-of-pocket expenses of the person named by said party, and shall pay one-half the compensation and out-of-pocket expenses of the third person.

Signed and dated this 20th day of January, 1960.

Pearl Products Company By: Francis L. Tompkins - President  
Gary L. Tompkins - Vice President



INDIVIDUAL ACKNOWLEDGMENTS

STATE OF IOWA, }  
County, } ss.

On this 20th day of January, A. D. 1960, before me, a Notary Public in and for Muscatine County, State of Iowa, personally appeared

CORPORATE ACKNOWLEDGMENT

Form 111C

STATE OF IOWA }  
Muscatine County } ss.

On this 20th day of January, A. D. 1960, before me, a Notary Public in and for said county personally appeared Francis L. Tompkins and

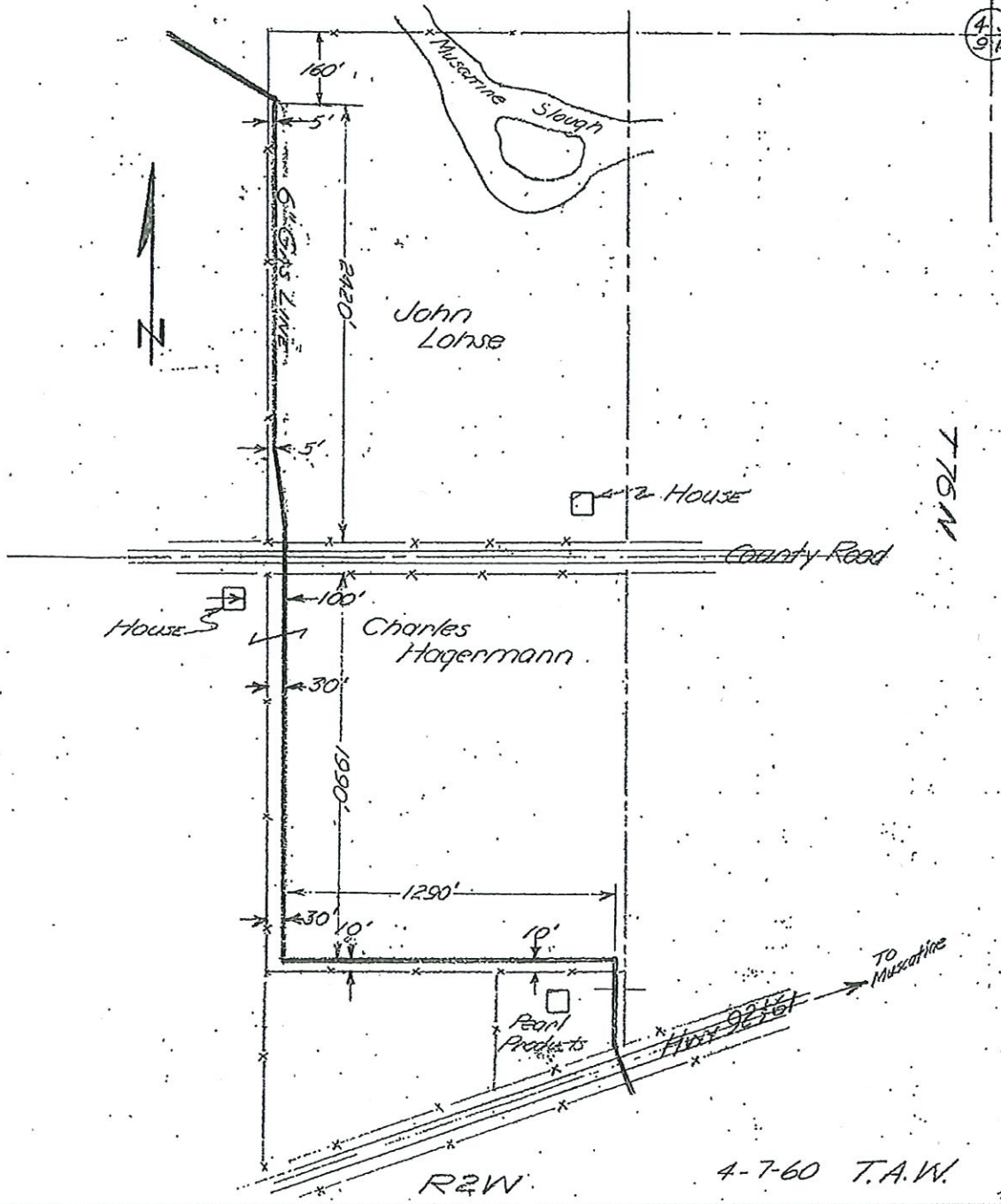
Gary L. Tompkins, to me personally known, who being by me duly sworn did say that they are president and vice-president, respectively, of

said PEARL PRODUCTS COMPANY, an Iowa corporation that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Francis L. Tompkins and Gary L. Tompkins acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

(Notarial Seal)

Notary Public in and for said County

LOCATION OF 6" GAS FEEDER LINE THROUGH PROPERTIES OF: JOHN LOHSE & CHARLES HAGERMANN



4-7-60 T.A.W.





GRAPHIC SCALE (FEET)  
 0 10 20 30 40 50 60 70 80 90 100

SCALE  
 1" = 40'

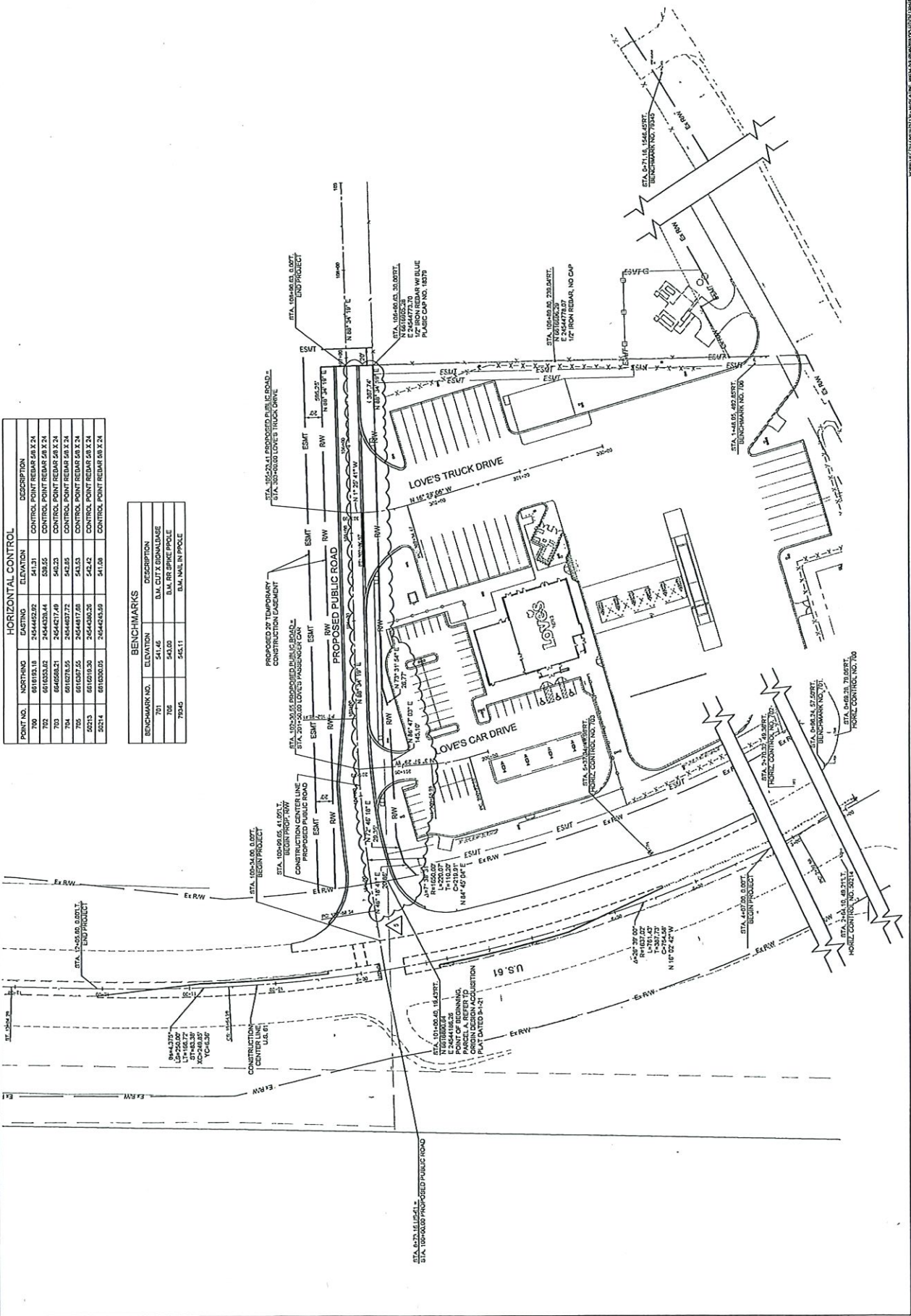
SCHEMATIC PLAN  
 U.S. 61

LOVES TRAVEL STOP  
 MUSCATINE, IA



HORIZONTAL CONTROL			
POINT NO.	NORTHING	EASTING	DESCRIPTION
700	6101935.18	24544625.92	CONTROL POINT REBAR 5/8 X 24
702	6103332.02	24544328.44	CONTROL POINT REBAR 5/8 X 24
703	6105568.21	24544377.49	CONTROL POINT REBAR 5/8 X 24
704	6107878.55	24544897.72	CONTROL POINT REBAR 5/8 X 24
705	6110397.25	24544817.28	CONTROL POINT REBAR 5/8 X 24
50213	6110191.38	24544300.25	CONTROL POINT REBAR 5/8 X 24
50214	6110305.05	24544333.59	CONTROL POINT REBAR 5/8 X 24

BENCHMARKS	
BENCHMARK NO.	DESCRIPTION
701	B.M. CITY BONDALBAE
706	B.M. RR SPIRE PROCE
70450	B.M. NAIL IN PROCE





## Exhibit C

### INSURANCE

#### 1.1 LICENSEE'S INSURANCE

1.1.1 Prior to the start of any activity and/or construction of the Encroachments on or near the Easement Area (the "Work") and at all times during the performance of the Work and this Encroachment Agreement, Licensee shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to MidAmerican, such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from Licensee's operations under the Encroachment Agreement and for which Licensee may be legally liable, whether such operations are by Licensee or by a contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1.1.2 MidAmerican intends that this agreement shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and MidAmerican, but without restricting or waiving any obligations of the Licensee herein contained, Licensee shall insure the risks associated with the Work and this Encroachment Agreement with minimum coverages and limits as set forth below:

A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident \$1,000,000 Each Accident  
Bodily Injury by Disease \$1,000,000 Policy Limit  
Bodily Injury by Disease \$1,000,000 Each Employee

covering location of all work places involved in this Encroachment Agreement.

B. The most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an Occurrence Basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverages.

- a. Premises and Operations Coverage
- b. Independent Contractor's Coverage
- c. Contractual Liability
- d. Products and Completed Operations Coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad Form Property Damage Liability
- g. Personal Injury Liability, with the contractual exclusion removed
- h. Sudden and Accidental Pollution Liability, as appropriate

C. The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits not less than \$1,000,000 each accident Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate.

D. Umbrella Liability Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A (employer's liability only), B and C above. Licensee shall notify MidAmerican, if at any time their full umbrella limit is not available during the term of this Encroachment Agreement, and will purchase additional limits, if requested by MidAmerican.

1.1.3 Licensee shall, on or prior to the date Work commences, deliver to MidAmerican certificates of insurance evidencing valid coverage in effect as specified by this document. All Workers' Compensation, Commercial General Liability and Umbrella Liability policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. The Commercial General Liability policy waiver of subrogation endorsement shall be ISO Form CG 24 04 or its equivalent. All required insurance policies shall provide that the policy is primary and will not contribute with any policy carried by MidAmerican.

1.1.4 MidAmerican Energy Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Licensee's insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent.

1.1.5 Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Licensee's sole risk.

1.1.6 No cancellation or material reductions of coverage in the policies shall become effective except on thirty (30) days' written notice thereof to MidAmerican at MidAmerican's office originating the Encroachment Agreement. For those insurance coverages whereby MidAmerican is required to be named as an additional insured, Licensee shall at any time requested by MidAmerican prior to or during the term of the Work or this Encroachment Agreement, deliver to MidAmerican certified copies of any and all insurance policies so requested. Further, should a loss arise during the term of this Encroachment Agreement that may give rise to a claim against Licensee, and/or MidAmerican as additional insured, Licensee shall deliver to MidAmerican, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Encroachment Agreement, if so requested by MidAmerican.

1.1.7 Should Licensee, its contractors or its subcontractors fail to provide or maintain any of the insurance coverages referred to in this document, MidAmerican shall have the right, but no obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at Licensee's expense, either by direct charge or set-off.

1.1.8 MidAmerican does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Licensee, and Licensee shall be solely responsible for any deficiencies thereof. Nothing in this document shall be deemed to limit Licensee's liability under this Encroachment Agreement.

## 1.2 CONTRACTORS AND SUBCONTRACTOR'S INSURANCE

1.2.1 Should Licensee let, contract, sublet or subcontract any portion of the Work, Licensee shall, before permitting any of its contractors or subcontractors to perform any Work at the site, require each contractor and subcontractor to carry insurance with terms and limits similar to that specified in Section 1.1.2, or provide evidence that such contractors or subcontractors are covered as named insureds under Licensee's insurance coverages as required in Section 11.1.2, or a contractor's insurance coverage meeting the terms of this Section 1.2.1. Prior to the commencement of Work by any contractor or subcontractor, Licensee shall provide to MidAmerican certificates of insurance evidencing that each contractor or subcontractor carries insurance as required by Section 11.1.2, or evidencing that such contractors or subcontractors are named insureds under Licensee's insurance coverages or the insurance coverages of a contractor meeting the terms of this Section 1.2.1. As with Licensee's insurance coverage, MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any contractor or subcontractor insurance required by this section.

# RESOLUTION NO. 2022-0296

## Resolution Approving an Encroachment Agreement with MidAmerican Energy associated with the Love's Travel Stop Project

WHEREAS, the City of Muscatine, has reviewed a plan where the Love's Travel Stop Project will construct an entrance road onto an existing High Pressure Gas Easement owned by MidAmerican Energy.

WHEREAS, the City of Muscatine, approves an Encroachment Agreement with MidAmerican Energy associated with Love's Travel Stop Project. Construction of this street will provide access from the Love's Travel Stop to Highway 61. This same street will encroach onto an existing High Pressure Gas Easement owned by MidAmerican Energy. MidAmerican Energy has agreed to allow the street to be construction contingent upon approval of an Encroachment Agreement.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JULY, 2022.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA



[Brad Bark \(Jul 27, 2022 16:36 EDT\)](#)

Brad Bark, Mayor

ATTEST:



[Carol Webb \(Jul 27, 2022 16:36 CDT\)](#)

City Clerk

(SEAL)

