

**ROAD USE AGREEMENT
RELATING TO THE DEVELOPMENT
OF
SHENANDOAH HILLS WIND PROJECT**

This road use agreement (this "**Agreement**"), dated this 28th day of December 2022, between the Board of County Supervisors of Fremont County, Iowa, (hereinafter sometimes referred to as "**County**") and **Shenandoah Hills Wind Project, LLC**, a Delaware limited liability company (hereinafter sometimes referred to as "**Developer**").

WITNESSETH:

WHEREAS, Developer intends the construction of a wind-powered electrical generating facility in Page County, Iowa, consisting of wind turbine generators, turbine blades, other wind generation components, associated collections systems, access roads, towers, and underground collection lines for a wind project located in Fremont County as part of one or more wind projects, including without limitation, the project known as the "Shenandoah Hills Wind Project" (the "**Wind Farm**"); and

WHEREAS, Developer and County wish to formally document the expectations for road maintenance and restoration during and following construction of the Wind Farm in Fremont County; and

WHEREAS, County has fully considered the proposed development and improvement of the land and the requirements to be imposed upon other adjoining or neighboring properties by reason of the proposed development and improvement of the land; and

WHEREAS, County and Developer mutually acknowledge that the matters hereinafter described will be subject to all the requirements, terms and conditions of Fremont County, now in effect and other laws, rules, and regulations, as those are promulgated by statutes, resolutions, or otherwise; and

WHEREAS, County and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Fremont County, and that such matters are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that Fremont County is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Developer, and in

that regard, Developer may be required to post security to cover the estimated cost of performance. At no time will security in excess of \$500,000 be required.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained it is agreed as follows:

PROJECT BOUNDARIES SUBJECT TO THIS AGREEMENT

1. The Wind Farm project boundaries subject to this Agreement are outlined in **Exhibit A**, attached hereto (and Exhibit A may be supplemented in the event any further Wind Farms are to be developed by Developer and approved by Fremont County or the boundaries attached to this Agreement in Exhibit A are modified in the future). The proposed haul routes shown in Exhibit A are subject to change by written notice from the Developer to the County Engineer. Use of routes that have not been designated to the County as haul routes under this Agreement by trucks transporting blades, nacelles, tower sections, cranes, substation transformers or any other load that is required to be marked as oversize shall be considered a violation of this section and shall be subject to a \$200 per occurrence fine to be paid by Developer or its subcontractor to Fremont County.

ROAD MAINTENANCE TO BE PERFORMED

2. During the period of Wind Farm construction, Developer and its contractors and subcontractors will be responsible for maintaining the unpaved roads within the Wind Farm project boundaries utilized for Wind Farm construction. Maintenance of the unpaved roads during construction will consist of the following:
 - Blading roads as needed due to construction traffic or weather or as determined by the Fremont County Engineer.
 - Placement of granular surfacing on road soft spots as needed due to construction traffic or weather or as determined by the Fremont County Engineer.
 - Shaping roads as necessary for drainage and safety needed due to construction traffic or weather or as determined by the Fremont County Engineer.
 - Utilization of dust mitigation and control measures on road surfaces, including, but not limited to the use of magnesium chloride and water, to provide adequate site distance for vehicles and users of the unpaved road.

Further, during the period of Wind Farm construction, Developer and its contractors and sub-contractors will be responsible for maintaining the condition of the paved roads within the Wind Farm project boundaries utilized for Wind Farm construction. Maintaining the condition of the paved roads shall include, but is not limited to:

- Inspection conducted on all permitted paved roads by the County and the Developer and its contractors and sub-contractors prior to construction and after release by the County.
- Only non-typical wear (such as pavement failure) shall be required to be repaired by Developer and contractors and sub-contractors, and said required repairs shall be performed immediately.
- All drainage structures shall be regularly inspected by the Developer and contractors and sub-contractors, *and* any failures shall be immediately reported to the Engineer and then repaired as soon as practicable by the Developer and contractors and sub-contractors.

County may inspect the roads at any time and offer suggestions for maintenance to improve safety.

Developer's obligation to maintain specific unpaved roads within the Wind Farm project boundaries utilized for Wind Farm construction will cease at such time as the specific sections of unpaved roads are no longer required for transportation of wind turbine components for the initial construction of the Wind Farm and such specific road sections have been restored in accordance with this Agreement and have received probationary acceptance. For the purposes of this Agreement, County road sections will be defined as encompassing the entire distance between road intersections.

ROAD RESTORATION TO BE COMPLETED

3. All road restoration contemplated by this Agreement shall be performed by Developer in a good and workmanlike manner and in accordance with applicable County standards, rules, and regulations governing such construction as reasonably determined by the Fremont County Secondary Roads Department. AASHTO Publications and Iowa DOT Standard

Specifications shall be utilized as primary guidelines. A template of the typical unpaved road profile is attached to this Agreement as **Exhibit B**.

TIME OF COMPLETION

4. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be restored, constructed, or performed by Developer within one (1) year from the date of final wind turbine generator component delivery for the applicable Wind Farm project, provided however, that labor disputes, fire, unusual delays in transportation, unavoidable casualties, causes beyond the Developer's control or by any other cause which County may reasonably determine justifies the delay shall extend the said time period for performance of this Agreement as mutually agreed between the County and the Developer.

OWNERSHIP OF IMPROVEMENTS

5. Subject to the County's reasonable acceptance of road improvements for maintenance purposes, upon completion of road restoration work located in County right-of-way, all such completed road restoration work shall become the sole property of Fremont County, free and clear of all liens, encumbrances, and restrictions. Developer's underground collector lines, communications lines, or other Wind Farm facilities constructed in the right-of-way are expressly excluded from the definition of completed road restoration work. Developer shall furnish to County lien waivers and/or satisfactory proof that all claims and payments to be made in connection with construction of said road improvements have been satisfied. All other improvements referenced in this Agreement shall be owned and maintained by Developer and their successors and assigns.

FAILURE TO COMPLETE THE RESTORATION

6. In the event that any portion of road restoration work has not been made, installed, or performed within said one (1) year period, except as provided for in paragraph 4 above, then, and in that event, County may have such remaining road restoration work completed within a reasonable time by such means and in such manner, by contract with or without public letting, or otherwise, as it may deem advisable, at Developer's expense. County shall

be entitled to reimbursement from Developer upon demand for any such documented reasonable costs incurred by County, plus 1.5% interest per month on unpaid balance.

PARTIAL RELEASE

7. In the event security has been provided in accordance with this Agreement, as road restoration work is completed, Developer may request in writing that County inspect such work and upon probationary acceptance corresponding reductions of such security will be granted. The procedures for completion of road improvements and work by County and payment to County therefore shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Agreement.

RELEASE

8. The County shall not release the Developer from its obligations with respect to a particular Wind Farm project until all road restoration work with respect to such Wind Farm project has been completed and the probationary period(s) has expired or when all deficiencies identified prior to the expiration of the probationary period have been corrected. Following expiration of the probationary period the County will provide Developer with an acknowledgement that the probationary period has expired.

PRESERVATION OF OTHER REMEDIES

9. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Developer, in developing the applicable Wind Farm project shall fully comply with all applicable rules, regulations, standards, and laws of the County and other governmental agencies and bodies having jurisdiction.

STANDARDS FOR ACCEPTANCE

10. County shall accept the road restoration in County right-of-way as public improvements which are constructed under this Agreement for full maintenance in accordance with its

regulations once probationary acceptance has been granted for a road section under the following terms and conditions:

- A) As soon as all of the restoration in a road section which is covered by this Agreement has been completed in accordance with the terms of this Agreement, Developer shall send a letter to the County Engineer requesting probationary acceptance with the following statement included: "I hereby state that to the best of my knowledge, information and belief, the road section has been restored in substantial compliance with the Road Use Agreement Relating to the Development of the Shenandoah Hills Wind Project." When improvements are determined to be constructed to the County's reasonable satisfaction, the County will send a letter to the Developer granting probationary acceptance of public improvements. The probationary period will terminate one year from the date of probationary acceptance unless one or more deficiencies is identified by the County prior to such termination.
- B) Prior to termination of the probationary period the County may identify and provide a written list of deficiencies based on a physical inspection of the road sections subject to this Agreement. The Developer shall correct all of said deficiencies to the County's reasonable satisfaction within six (6) months from the date said deficiency list is issued. When all of said deficiencies on a specific road section have been corrected to the County's reasonable satisfaction, the road section will be deemed accepted and Developer will have no further obligations for restoration on said road section.

PLAN EXECUTION BY FREMONT COUNTY

- 11. The execution of this Agreement by the Board of County Supervisors of Fremont County in no way represents that the County will accept the public road restoration contemplated by this Agreement for title or maintenance purposes until said road restorations have been completed in compliance with this Agreement and with applicable Fremont County standards, rules and regulations.

RESPONSIBILITY FOR INSTALLING UTILITIES AND FOR THE PERMITTING OF THEIR INSTALLATION

STIPULATIONS

12. This Agreement in addition to the consideration of the premises, the mutual covenants herein contained, and the approval and execution, of this Agreement by Fremont County shall be and is subject to the following stipulations(s) and Developer agrees to the following:
- A) Developer shall be responsible for maintenance of unpaved roads within the Wind Farm project boundaries utilized for Wind Farm construction as described in this Agreement. This will include, but is not limited to blading, placing of granular surfacing, shaping, and dust control. Coordination with Fremont County will be necessary, including response to citizen concerns. Fremont County will not provide maintenance service to roadways within the Wind Farm project boundaries until the time of probationary acceptance.
 - B) Developer shall be responsible for an inspection of all County roadways and drainage structures within the Wind Farm project boundaries expected to be utilized for Wind Farm construction and subject to the Agreement prior to any major road improvement work being performed, as burden of proof of repairs and deficiencies is the responsibility of the Developer. Developer shall provide Fremont County with a video survey of all the roads, paved and unpaved, and drainage structures in the Wind Farm project boundaries expected to be utilized for Wind Farm construction prior to start of construction of the Wind Farm. Developer shall be responsible for obtaining any and all permits, permissions, or compliances not covered in the provisions of this Agreement or those permitted by Fremont County.
 - C) Developer shall provide and maintain all traffic control as required for the safe and efficient movement of traffic as a result of its construction activities.
 - D) Should construction operations necessitate the crossing of an existing county roadway with a crawler crane, Developer shall adhere to the following requirements for each such crossing:
 - 1. Developer shall provide the County with a map identifying the total number of crossings along with coordinates of each crossing.

2. Developer shall supply a traffic control plan for the crane crossing, traffic control, the time frame for all road closures, and how the closure will be handled with the County Engineer and County Law Enforcement. No roadway shall be closed without giving 24 hours notice to the County Engineer and County Law Enforcement.
3. Developer shall provide a detail of how the weight of the crane will be bridged over the roadway for approval by the County Engineer. Developer will repair any damages to the roadway to the extent caused by such crane crossing over the roadway.
4. Developer must obtain the approval of the County Engineer to such crossing, such approval not to be unreasonably withheld if Developer complies with the requirements in this part D).

E) The following shall apply with respect to Level B roads:

1. Surfacing will be allowed on Level B roads; however, if Developer proposes to place granular surfacing on Level B roads, the Level B road will need to be improved to meet or exceed the typical section as depicted in Exhibit B.
2. If Developer requests that the Board consider upgrading a Level B road to a Level A service road and the Board so approves, then Developer will be required to meet the minimum requirements as set forth in Exhibit B. There is no obligation on the part of the Board of Supervisors or in this Agreement that requires that the Board of Supervisors accept the improved road into the County's Level A system.
3. In certain locations, existing right-of-way width for such Level B roads may not be adequate to accommodate the proposed cross section as depicted in Exhibit B; and in such locations the Fremont County Engineer will review each such location on a case by case basis and upgrade work will not be permitted in such locations until and unless a construction plan for such location is mutually agreed upon by the Fremont County Engineer and the Developer.

F) The following provisions shall also apply:

1. Any (metal) culverts proposed to be used by Developer will need to meet Fremont County minimum specifications (as described below), as Fremont County will be responsible for the future maintenance as provided herein. The minimum culvert specifications are as follows: minimum size in entrances is 18"; minimum size in roadway is 24"; minimum gauge for pipe 42" and smaller is 12-gauge; minimum gauge for pipe 48" to 66" is 10-gauge; culverts larger than 66" will need to be a minimum of 8-gauge; all metal culverts are to be aluminized and riveted; spiral pipe will not be allowed; plastic pipe will not be allowed unless it is dual-wall plastic that has been approved by the Fremont County Engineer; all pipe installations shall be approved (not to be unreasonably withheld) by the

Fremont County Engineer prior to construction; and all pipe will be sized to meet the drainage area rather than just matching the existing pipe diameter.

2. No fabric or geotextiles are to be placed within 12" of the surface of any roadway entrance or on County roadways.
3. Seeding and erosion control of all disturbed areas is to be performed by Developer.
4. Developer will provide maintenance to the Level B roads where Developer has added granular surfacing until such time as the County has released the Developer from their obligations with respect to their particular wind farm as outlined above in Section 8.
5. All culverts under paved routes that are to be rebuilt by Developer shall be Reinforced Concrete Pipe (RCP) conforming to current Iowa Department of Transportation specs and requirements.
6. Developer will be required to obtain applicable permits for all oversized loads on all county roads from the County (the issuance of such permits not be unreasonably withheld by the County).
7. Developer agrees to hire an outside professionally licensed engineering firm to review the potentially affected bridges and culverts within each Wind Farm's project boundaries to verify the load capacities in respect to the expected loads from Developer's construction and delivery activities, with the same outside engineering firm conducting a post-construction structural review of the same bridges and culverts to verify that load capacities remain the same as the initial review.

SECTION HEADINGS

13. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provisions of this Agreement.

ASSIGNMENT CLAUSE

14. Upon written notification to Developer by County, County may assign this Agreement in whole or in part, to any person or third party ("Assignee") that is a government entity that becomes responsible for the County roads. Notwithstanding the above, County may hire or retain an Assignee to perform remedial work on the county roads in the event Developer does not comply with its obligations under this Agreement. County's notification to Developer shall state the date of the assignment, the name of the Assignee, the percentage and or limits of the project being assigned, and if applicable work not completed to the County's reasonable satisfaction in accordance with this Agreement. Upon assignment, County shall be relieved of any liability or obligation under this Agreement. Upon written notification to the County by Developer, Developer may assign this Agreement in whole or in part to another party subject to the Fremont County Board of Supervisors' approval, which approval

shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Agreement may be assigned to a rate-regulated utility in the State of Iowa without prior County Board approval. Written documentation of such an agreement shall be signed by authorized agents of both parties and provided to Fremont County.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

For the Board of County Supervisors
Fremont County

By: Randy Hickey
Name: Randy Hickey
Title: Chairman BO

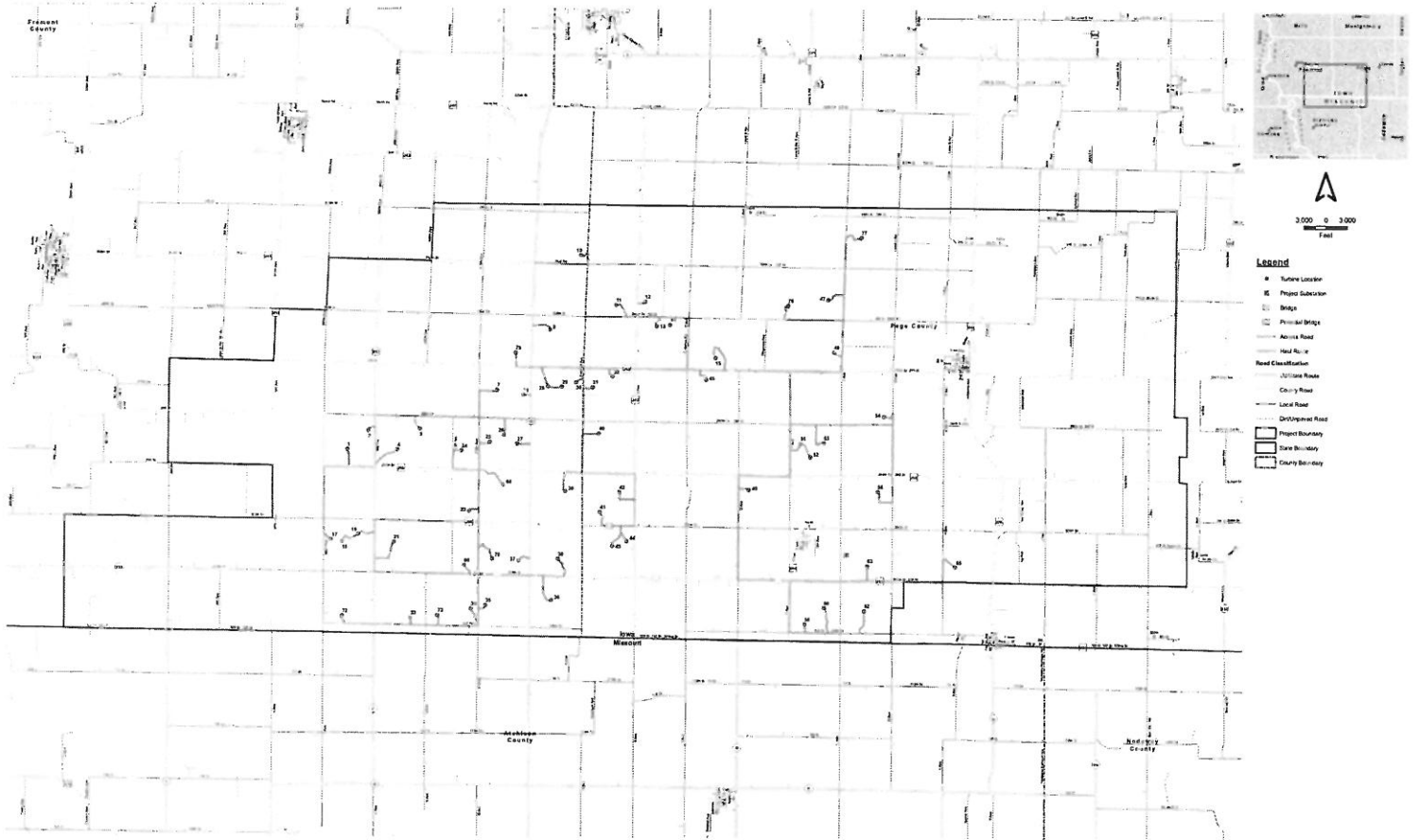
Shenandoah Hills Wind Project, LLC

By: Daniel Litchfield
Name: Daniel Litchfield
Title: American Representative

EXHIBIT A

Wind Farm Project Boundaries
And Proposed Haul Routes

Fremont County Portion of Shenandoah Hills Wind Project Boundary:



Haul Routes

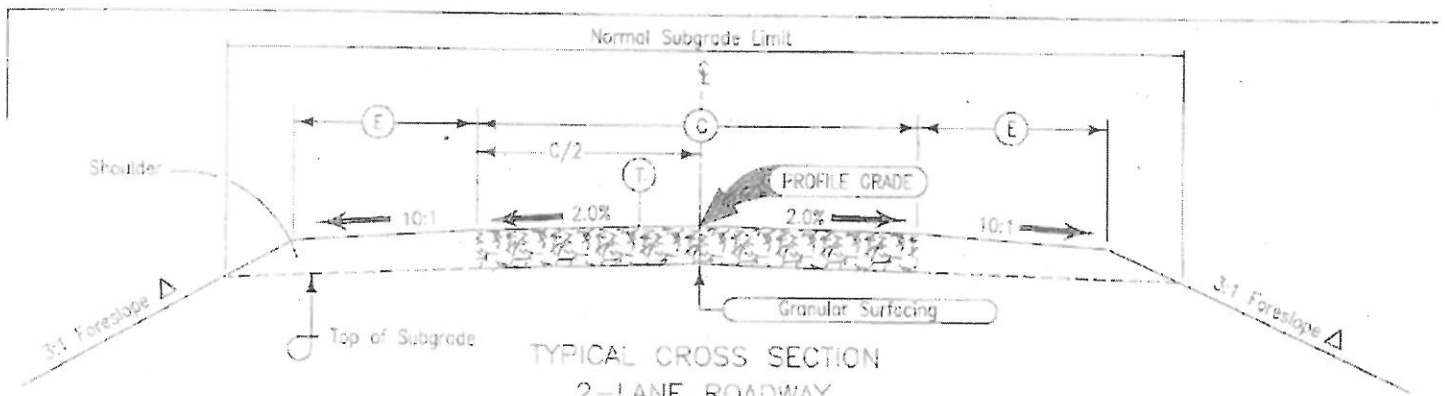
Shenandoah Hills Wind Energy Center | Fremont and Paige Counties, Iowa

Rev. 10
June 17, 2022

Invenergy

EXHIBIT B

Typical Section Rural Granular Road



TYPICAL CROSS SECTION
2-LANE ROADWAY
(Secondary Roads)

Δ MAY BE 2:1 MIN BEHIND GUARDRAIL
NOT TO SCALE

Note:

Granular Surfacing is to be Class D road rock with a gradation as is specified in the local DOT Standard Specifications

ROAD IDENTIFICATION	LOCATION		C Feet	T Inches	E Feet	SURFACING TYPE
	STATION TO STATION					
Typical	ALL	ALL	22	8	1	See general note