

CONTRACT FOR MAINTENANCE AND REPAIR OF SWEET GRASS COUNTY ROADS BY CRAZY MOUNTAIN WIND FARM

This Contract (the "Contract") is dated _____, 2019 by and between Crazy Mountain Wind LLC ("Crazy Mountain"), its successors or assigns, and Sweet Grass County, Montana ("County"), and addresses the use, repair and improvement by Crazy Mountain of certain roads situated in Sweet Grass County in connection with the construction of a wind energy project as described herein. This Contract supersedes any prior discussions and is intended to establish a general basis of understanding, operations and agreement among the parties hereto.

1. The Project: Crazy Mountain is developing a site that will contain approximately 26 commercial utility-scale wind turbines located on private property within Sweet Grass County and Park County, contained within Sections 1,2,10,11,12 of Township 1 South Range 12 East and Sections 6, 7 of Township 1 South Range 13 East (the "Project"). The parties agree with respect to identified portions of the County's road system (including any bridges), the standard to which Crazy Mountain will repair and/or replace damage caused to the Transportation Route is to a standard which is reasonably safe for normal vehicle travel and the same or better than that which existed on the Transportation Route prior to the commencement of work pursuant to this agreement.
2. Development Schedule: It is the intention that construction of the Project will start on or after October 1, 2018. The Project is expected to be commercially operational by the end of 4th quarter of 2019. Crazy Mountain will notify the County in writing of the actual date of (i) commencement of construction (the "Construction Commencement") and (ii) commercial operation date (the "COD") of the Project. Crazy Mountain shall commence and complete all repair and improvement, as set forth in this Contract, following the Construction Commencement.
3. Grant of Road Use. For the term of this Contract as set forth in Section 7, County hereby grants to Crazy Mountain, subject to the terms and conditions set forth herein, a non-exclusive license for the use and occupation of the Sweet Grass County roads identified in Section 4 herein for the purpose of the construction of the Project, which shall include, without limitation, the movement of heavy equipment and vehicles including wind turbine and substation components, cranes and other multiple-axle vehicles. If after the final walk-through and sign off on the road by the County, Crazy Mountain requires snow removal or other road maintenance not on the County's schedule, Crazy Mountain will consult with the County before doing any roadwork or snowplowing. Crazy Mountain shall maintain insurance and bonding to perform these duties as may be required by the County.
4. County Road Repairs and Improvements: The Project is expected to access the Project via the following routes identified in (a) and (b) below, further identified on the map in Exhibit A to this Contract. However, Crazy Mountain agrees that, in any

case, the terms of this Contract pertain to any and all Sweet Grass County roads used for the purpose of Project, even if not specifically identified herein.

- a. From the 1-90 Intersection 354 off-ramp along the 1-90 Frontage Road to the Park County Boundary, including all necessary improvements and realignments to the intersection of the State off-ramp and the entrance to the 1-90 Frontage Road; North Yellowstone Trail Road, from the Park County boundary to the entrance to Crazy Mountain Cattle Ranch (approximately 2 miles) including all necessary corner radius improvements and re-alignments within the County right of way.
- b. From the 1-90 Intersection 362 off-ramp/Dehart Trail along the 1-90 Frontage Road to North Yellowstone Trail Road, to the Park County boundary (approximately 10.2 miles), including all necessary corner radius improvements and re-alignments within the County right of way.

5. Covenants, Representations and Warranties:

- a. Crazy Mountain agrees that, from the Construction Commencement and continuing through the COD of the Project, repairs will commence to occur within a 72-hour period following receipt of notice from the County that such repairs are required. In the case that repair is not possible within 72 hours, Crazy Mountain will repair, alter or improve, or cause to be repaired, altered or improved affected Sweet Grass County roads or rights-of-way located in the Project or accessed in connection with the construction of the Project in a time period agreed to with the County, acting reasonably, so as to return such roads to substantially the same or better condition that such roads were immediately prior to the beginning of construction of the Project, accounting for reasonable wear and tear of such roads that would have been experienced in any event. When possible, Crazy Mountain should make repairs outside of the winter season (November 1 to April 15), unless repairs are required outside of this period to support the construction schedule. Crazy Mountain agrees to notify the County at the time it becomes aware of any significant damages and/or required alterations on any Sweet Grass County roads or rights-of-way. Possible alterations that may result in repairs and improvements will include, without limitation, cutting or filling existing corners to allow for larger radius turns, cutting or filling along roads to achieve acceptable vertical profile for turbine transportation, Improvement to road subgrade where required to support loads, repair/upgrade/replacement of existing bridge and culvert structures, construction of turnarounds and widening of roads. Crazy Mountain and County will conduct a final inspection of road repairs after construction is complete, estimated to occur during the fall of 2019, to ensure that all damage has been repaired to Sweet Grass County standards.
- b. County agrees to make available all Sweet Grass County road easement information and specifications for the necessary Haul or Use Routes to Crazy

Mountain. If the specific easement location is unknown or in question, it is the responsibility of Crazy Mountain to hire a surveyor to verify the location of the easement to ensure work is not performed outside the Sweet Grass County Road easement. County agrees to grant all available non-exclusive access rights to Crazy Mountain within existing easements, such that are necessary in connection with the contemplated repairs, alterations and improvements and that it will inspect and approve the repairs and improvements in a timely manner. However, County has no obligation to acquire additional right-of-way or easement on roads utilized by Crazy Mountain. If road right of way widths are insufficient for Crazy Mountain's purposes, Crazy Mountain is solely responsible for acquisition of such temporary construction easements or permanent easements to acquire additional road right of way widths.

- c. Issuance of this agreement is specific to Sweet Grass County's jurisdiction on county roads and does not obligate or relieve Crazy Mountain from other agency regulations, terms, conditions or private contracts. County will carry out, at its own expense, snow removal on county roads in accordance with County's own customary snow removal schedule for such roads, but Crazy Mountain shall be responsible, at its own expense, for any additional snow removal needed for their operations.
- d. Prior to construction, Crazy Mountain will agree on a reasonable and industry-standard plan for dust abatement and/or mag chloride application with the County. Dust abatement, including the use of mag chloride, if any, is the responsibility of Crazy Mountain.
- e. During construction, Crazy Mountain will grade and roll the gravel section of the road as needed, with such determination reasonably made by the County.
- f. In the event of any significant damage to county roads caused by Crazy Mountain or its contractors, County may require county roads to be restored to the same or better condition as pre-construction, with the restoration agreed upon by Crazy Mountain and the County. If any asphalt is damaged in the use of the roads for the Project, Crazy Mountain will be responsible for replacement with hot mix on a warm day and will need to ensure the work is done by a commercial paver.
- g. If Crazy Mountain needs cattle guards on certain roads or approaches, then cattle guards will be commercial grade, with wings on concrete pads and will be a minimum 24 feet wide per Sweet Grass County standards.
- h. If any fences or gates are broken, removed or required to complete the project, then Crazy Mountain will be responsible for such construction, which will be reviewed and subject to approval of the County.

- i. When Crazy Mountain is in the construction phase, if there are any drainage issues or culvert extensions, Crazy Mountain will resolve these issues to Sweet Grass County standards.
- j. Crazy Mountain will, to the best of their ability, provide in e-mail form a weekly schedule of traffic anticipated including type and amount of traffic.
- k. Crazy Mountain will ensure that all gravel and pit run is from a certified weed free gravel pit.
- l. Noxious Weeds-Refer to the *Crazy Mountain Wind Project Noxious Weed Management Plan*.
- m. Crazy Mountain shall comply with all applicable rules, laws, and regulations in its performance of its duties and obligations under this contract.

6. Indemnification: Crazy Mountain acknowledges that it is solely responsible for any and all damages, alterations, repairs and improvements as described herein performed by Crazy Mountain under this contract for repair of County roads or otherwise incurred as a result of the Project. Crazy Mountain agrees and acknowledges that it shall indemnify, defend and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages and liability caused by, resulting from or arising out of the acts, errors, or omissions of Crazy Mountain, its officers, employees, agents, representatives, suppliers or subcontractors with regard to the Project, other than on account of willful misconduct of the County. Crazy Mountain's proposed activities include, but are not limited to any and all work, repairs, damages, improvements or alterations to any County roads, County rights-of-way or County Property. Notwithstanding any other provisions in this Contract, neither Party nor their respective affiliates shall be liable to the other party or its affiliates for any special, indirect, consequential, incidental, punitive or exemplary damages, whether or not foreseeable, arising out of or in connection with the matters contemplated in this Contract. Such damages include, without limitation, loss of profits, revenue, interest, opportunity, goodwill or financing costs.

7. Insurance: Crazy Mountain acknowledges that it has general liability insurance in the minimum amount of Two Million Dollars (\$2,000,000) per claim that would cover damages and/or claims as a result of and/or relating to any and all proposed work, activity, actions or omissions by Crazy Mountain involving, pertaining or relating to Sweet Grass County roads or the subject matter of this Contract for repair of County roads or for any personal injury or wrongful death claims, as well as general liability and property loss claims effected, interfered with or otherwise result in any claim as a result of Crazy Mountain's intended activities and work. Crazy Mountain acknowledges that prior to Construction Commencement, it has in place all such insurance and, that it will continue to maintain said insurance

throughout the term of this Contract. Crazy Mountain will name Sweet Grass as an additional insured on the policy and shall provide Sweet Grass County with proof of insurance and name Sweet Grass County as additional insured prior to Construction Commencement and on an annual basis, thereafter, for the term of this Contract.

8. Term: This Contract shall become effective immediately upon the execution hereof by both parties hereto and shall expire upon the COD. The parties may also terminate or extend this Contract at any time, upon mutual written agreement of the parties. The final sentence of Section 3 of this Contract shall survive the expiry or termination of this Contract, unless otherwise mutually agreed between the parties in writing.
9. Assignability: Crazy Mountain may assign, in its entirety, this Contract to one or more third parties or to any of Crazy Mountain's affiliates directly related to the Project, including without limitation by way of collateral assignment to one or more secured financing parties involved with the Project. The assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable under the terms of this Contract. Any assignee shall acknowledge that it consents to, and is bound by, the terms and conditions of this Agreement and must provide requisite proof of insurance and an endorsement naming the County as additional insured, prior to assignment of the Contract. Any assignment of this agreement must be pre-approved in writing by Sweet Grass County.
10. Governing Law and Venue: Any dispute between the parties arising out of a breach, or purported breach, in relation to this Contract, shall be governed by and construed in accordance with the laws of the State of Montana and venue shall be in the Sixth Judicial District, Sweet Grass County.
11. Dispute Resolution: The parties may mediate any dispute or seek resolution of any dispute arising between the parties in relation to this Contract in a court of law in the State of Montana. The prevailing party shall be entitled to recover all legal fees and court costs resulting from such dispute.
12. Relationship. Crazy Mountain states that it is engaged in an established business or profession which is in no way affiliated with or connected to Sweet Grass County, except by this contract and that it will use independent judgment in the performance of services provided hereby free from control or direction of others. Crazy Mountain shall undertake to perform the project set forth herein as an independent contractor. The parties agree that Sweet Grass County is only interested in the end result of said project, not in the method of performance, and as such, Crazy Mountain has been and will continue to be free from the control or direction of Sweet Grass County in the performance of this contract. Crazy Mountain or any third-party contractor shall not be deemed by virtue of this contract nor the performance thereof to have entered into any partnership, joint venture,

employer/employee or any other legal relationship with Sweet Grass County besides that of an independent contractor. Crazy Mountain acknowledges that it is being retained by Crazy Mountain and not Sweet Grass County.

As it relates to this contract, Crazy Mountain agrees to comply with all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body including local, state or federal laws.

Neither Crazy Mountain, nor any of its officers or employees' contractor shall have the authority to make representations on behalf of Sweet Grass County or the authority to legally bind or otherwise obligate Sweet Grass County to any third party.

Assuming the foregoing accurately reflects our understandings, please so confirm by signing a copy of this Contract in the space provided below and returning it to us.

CRAZY MOUNTAIN WIND LLC

By:
Its sole member

By: _____
Name:

Confirmed and agreed to this ____ day of _____, 2019:

SWEET GRASS COUNTY, MONTANA

By: _____

Name: William Wallace
Title: Sweet Grass County Commissioner

By: _____

Name: James V Moody
Title: Sweet Grass County Commissioner

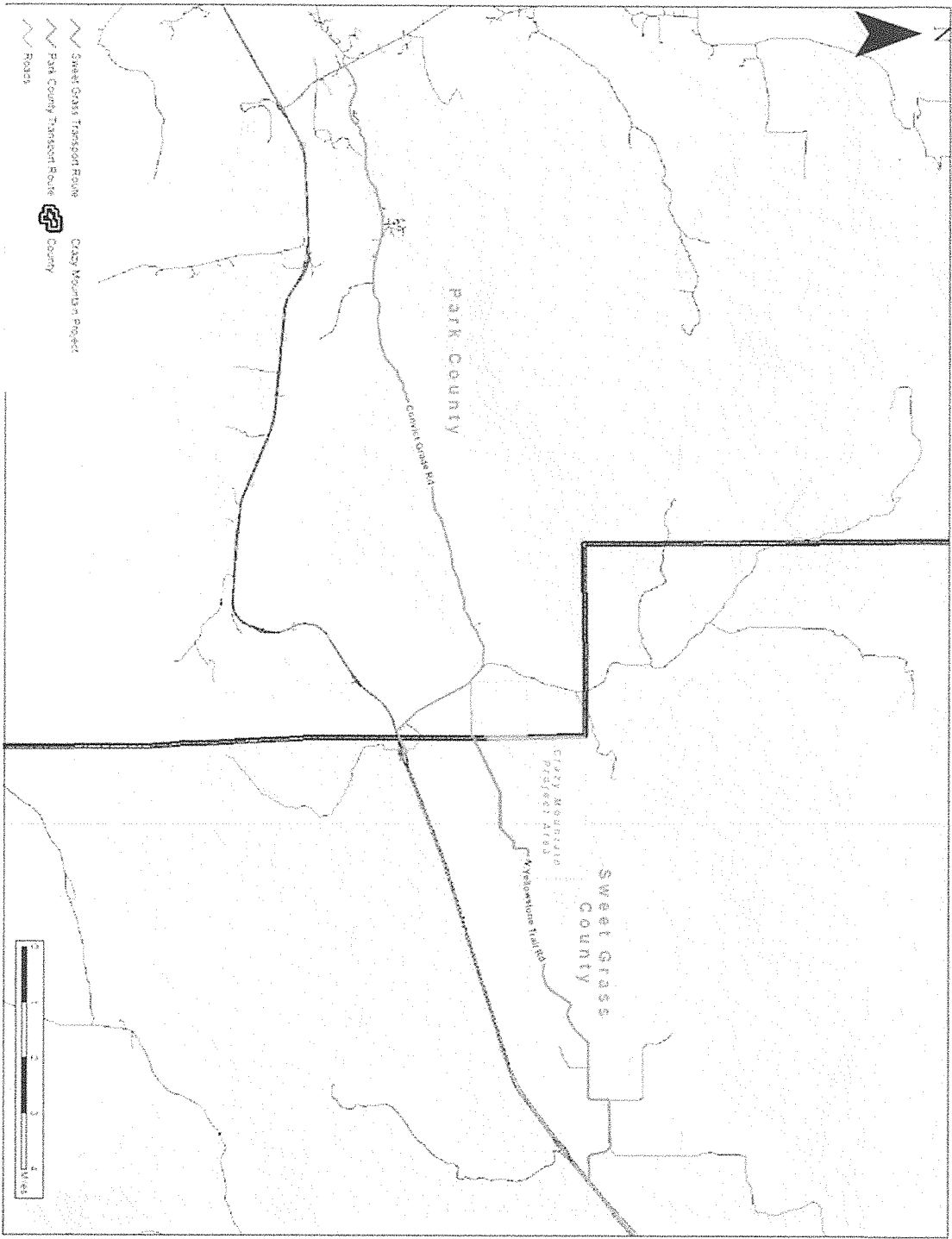
By: _____

Name: Melanie Roe
Title: Sweet Grass County Commissioner

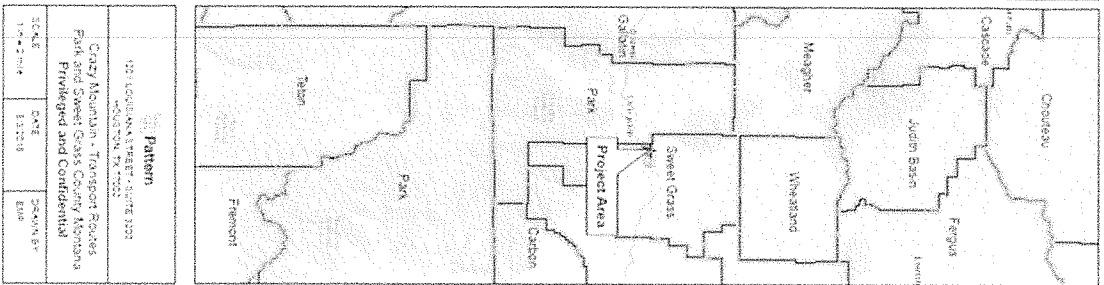
EXHIBIT A

Crazy Mountain Wind Farm Access Route

11/1/18



Sweet Grass Transport Route
 Park County Transport Route
 Roads
 Crazy Mountain Project
 County



Parsons 10140 DAWN STREET, SUITE 100 GRESHAM, OR 97030	
Crazy Mountain - Transport Routes Park and Sweet Grass County, Oregon Privileged and Confidential	
SCALE	1" = 2 miles
DATE	8/1/18
SCALE BY	EM