

CONTRACT FOR MAINTENANCE AND REPAIR OF CARBON COUNTY ROADS
BY PACIFICORP

This Contract (the "Contract") is dated September ____, 2019 by and between PacifiCorp ("PacifiCorp") its successors or assigns, and Carbon County, Montana ("Carbon County"), and addresses the repair or improvement by PacifiCorp of certain roads situated in Carbon County in connection with the construction of a wind energy project as described herein. This Contract supersedes any prior discussions, agreements, or contracts regarding the subject matter herein, and is intended to establish the basis of understanding, operations and agreement among the parties hereto.

1. The Project: PacifiCorp is developing a site that will contain approximately 114 utility-scale wind turbine generators (WTG) on private property located in Townships 7, 8, and 9 North, Range 24 and 25 East, in Carbon County, Montana (the "Project").
2. Development Schedule: It is the intention that commencement of construction ("Commencement") of the Project will start on or after September 23, 2019 when construction begins on WTG foundations. Some limited early construction activities may occur on the project prior to this date and the Parties recognize that this is not considered Commencement. The Project is expected to be commercially operational by the end of 4th quarter of 2020. PacifiCorp will notify Carbon County in writing of the actual date of (i) Commencement and (ii) the Commercial Operation Date ("COD") of the Project. PacifiCorp shall complete all required maintenance, as set forth in this Contract, from Commencement to COD.
3. Grant of Road Use: For the term of this Contract as set forth in Section 8, Carbon County hereby grants to PacifiCorp, subject to the terms and conditions set forth herein, a non-exclusive license for the use and occupation of Carbon County roads identified in Section 4 herein for the purpose of constructing the Project, which shall include, without limitation, the movement of heavy equipment and vehicles including WTG and substation components, cranes and other multiple-axle vehicles.
4. Carbon County Road Improvements and Repairs: PacifiCorp is expected to access the Project via the routes described below. The terms of this Contract pertain to the following Carbon County roads used for Project purposes:
 - a. Quarry Road: Between US Highway 310 to the west and not more than 1 mile east of US Highway 310.
 - b. Railroad Bed Road: Between Quarry Road to the south and Pryor Mountain Road to the north, a distance of approximately 10 miles.
 - c. Pryor Mountain Road: Between US Highway 310 to the west and Railroad Bed Road to the east, a distance of approximately 15 miles.

- d. Pryor Creek Road: Between the intersection of Pryor Mountain Road and Railroad Bed Road to the South and not more than 1 mile to the north.

5. Covenants, Representations and Warranties:

- a. PacifiCorp agrees that, from the Commencement and continuing to the COD of the Project, road repairs will commence to occur within a 72-hour period following receipt of notice from Carbon County that such repairs are required. In the case that repair is not possible within 72 hours, PacifiCorp will repair, alter or improve, or cause to be repaired, altered or improved affected Carbon 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 Carbon County Road Superintendent, acting reasonably, so as to return such roads to substantially the same or better condition than such roads were immediately prior to the beginning of construction of the Project, accounting for reasonable wear and tear of such roads that would be expected to occur under normal conditions without construction of a wind project taking place. In general, PacifiCorp should make repairs outside of the winter season (November 1 to April 15). PacifiCorp agrees to notify the Carbon County Road Superintendent at the time it becomes aware of any significant damages and/or required alterations on any Carbon County road or rights-of-way. Possible alterations that may result in repairs and improvements will include, without limitation, cutting existing comers to allow for larger radius turns, construction of turnarounds, and widening of roads. PacifiCorp and Carbon County will conduct a final inspection of road repairs after COD to ensure that all damage has been repaired.
- b. Carbon County agrees to make available all Carbon County road easement information and specifications for the necessary Haul or Use Routes, described in Section 4 above, to PacifiCorp. Carbon County agrees to grant all available non-exclusive access rights to PacifiCorp 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, Carbon County has no obligation to acquire additional right-of-way or easement on roads utilized by PacifiCorp. If road widths are insufficient for PacifiCorp's purposes, PacifiCorp is solely responsible for acquisition of such temporary construction easements or permanent easements to acquire additional road widths.
- c. Carbon County will carry out, at its own expense, snow removal on Carbon County roads in accordance with Carbon County's own customary snow removal schedule for such roads, but PacifiCorp shall be responsible, at its own expense, for any additional snow removal needed for its operations on the county roads.
- d. Prior to construction, PacifiCorp, through its Balance of Plant (BOP) contractor, will provide the Carbon County Road Supervisor with a reasonable and industry standard plan for dust abatement, which shall include all construction areas on the Project site,

existing Carbon County roads, used for Project construction, that are within 500 feet of any homes, and other Carbon County roads utilized by PacifiCorp for construction of the Project, as needed and subject to the approval of the Carbon County Road Supervisor. The plan will identify PacifiCorp's BOP contractor as responsible for dust abatement.

- e. During construction, PacifiCorp will grade the gravel section of the road as needed, with such determination reasonably made by the Carbon County Road Supervisor.
 - f. In the event of any significant damage to Carbon County roads caused by PacifiCorp or its contractors, Carbon County may require Carbon County roads to be restored to the same or better condition as existed immediately prior to construction, with the restoration agreed upon by PacifiCorp and the Carbon County Road Supervisor. If any asphalt is damaged beyond normal wear and tear and directly attributable to PacifiCorp or its contractors in the use of the roads for the Project, PacifiCorp 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 PacifiCorp needs cattle guards on certain roads or approaches, the cattle guards will be commercial grade, with wings on concrete pads and will be a minimum 24 feet wide and will be left in after construction.
 - h. If any fences or gates within the county road right of way are broken, removed or required to complete the project, PacifiCorp will be responsible for the reconstruction, removal or construction, which will be reviewed and subject to approval of the Carbon County Road Supervisor.
 - i. When PacifiCorp is in the construction phase, if there are any drainage issues or culvert extensions, PacifiCorp will resolve these issues to the reasonable satisfaction of the Carbon County Road Supervisor.
6. Indemnification: PacifiCorp acknowledges that it is solely responsible for any and all damages, alterations, repairs, and improvements, including, without limitation, cutting existing corners to allow for larger radius turns, construction of turnarounds, and widening of roads performed by PacifiCorp under this Contract for repair of Carbon County roads or otherwise incurred as a result of the Project. PacifiCorp agrees and acknowledges that it shall indemnify, defend, and hold harmless Carbon 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 PacifiCorp, its officers, employees, agents, representatives, suppliers, or subcontractors with regard to its performance of this Contract, other than on account of gross negligence or willful misconduct of Carbon County. PacifiCorp's proposed activities include, but are not limited to, any and all work, repairs, damages, improvements or alterations to any Carbon County roads, Carbon County rights-of-way, and/or Carbon 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: PacifiCorp acknowledges that it and its BOP contractor has general liability insurance coverage or is self-insured in the minimum amount of One 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 PacifiCorp involving, pertaining or relating to Carbon County roads or the subject matter of this Contract for repair of Carbon 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 PacifiCorp's intended activities and work. PacifiCorp acknowledges that prior to Commencement, it is self-insured to the limits specified herein, or has in place all such insurance and, that it will continue to maintain said insurance throughout the term of this Contract. If PacifiCorp uses a third-party insurance company to meet any of these insurance requirements, PacifiCorp will name Carbon County as an additional insured on the third-party insurance policy and shall provide Carbon County with proof of insurance coverage and name Carbon County as additional insured prior to 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 remain in effect until PacifiCorp had completed all road repairs pursuant to the final inspection conducted by the County and PacifiCorp after the notice of COD, pursuant to Section 5.a above. The parties may terminate or extend this Contract at any time, upon mutual written agreement of the parties. Either party may terminate this Agreement in the event that PacifiCorp permanently abandons the development, construction, or operation of the Project.
9. Assignability: PacifiCorp shall have the right to assign, in its entirety, this Contract to one or more third parties or to any of PacifiCorp's affiliates directly related to the Project. The assignee 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 Carbon County as an additional insured, prior to assignment of the Contract.
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 Twenty Second Judicial District, Carbon County, unless the dispute is subject to federal jurisdiction, then venue shall be in the U.S. District Court for the District of Montana, or other applicable federal court.

11. Dispute Resolution: The parties may mediate any dispute or seek resolution of any dispute arising between the parties through alternate dispute resolution processes, prior to initiating a court action.
12. Representations and Warranties: Each party represents and warrants to the other that the individuals executing this Contract are authorized and empowered to bind the party on whose behalf they are signing this Contract.
13. Counterparts: The parties agree that this Contract may be executed in counterparts, each of which will be deemed an original and all of which, taken together, constitute the same instrument. Facsimile or emailed copies of original signatures are regarded as originals.
14. Entire Agreement: This Contract, together with any required submittals, shall constitute the entire agreement between the parties with respect to its subject matter and shall supersede any prior negotiations or agreements.
15. No Partnership: Nothing herein creates any joint venture, partnership or principal agent relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Road Use Agreement as of the date last below written.

Signatures

PACIFICORP
an **Oregon corporation**

By: _____

Name: Chad Teply

Title: Senior Vice President of Business Policy and Development

CARBON COUNTY, MONTANA

By: _____

Name: Scott Blain

Title: Presiding Officer