

**MEADOW LAKE WIND FARM PHASE V
AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT
OF ROADS AND REPAIR OF DRAINAGE FACILITIES**

THIS AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES ("Agreement") is made and entered into this 11th of February, 2016, by and between WHITE COUNTY, INDIANA ("County"), acting by and through its Board of Commissioners, and MEADOW LAKE WIND FARM V LLC ("Meadow Lake V"), the County and Meadow Lake V being referred to herein, collectively, as the "Parties" and, individually, as a "Party";

WITNESSETH:

A. WHEREAS, Meadow Lake V is continuing the development of wind-powered electric generating facilities in White County, Indiana, consisting of wind turbines, underground electrical systems, access roads, lay-down and staging yards, and construction and related facilities, in what is expected to be the fifth phase of development totaling approximately 600 megawatts of generating capacity, the fifth phase of which has a planned nameplate capacity of up to 100 MW and will consist of approximately fifty (50) wind turbines (such fifth phase hereinafter being referred to as the "Project"); and

B. WHEREAS, in connection with the development, construction, operation, or maintenance of the Project, it may be necessary for Meadow Lake V and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns (Meadow Lake V and, while in the performance of work for Meadow Lake V, such other persons, collectively, the "Meadow Lake V Parties") to: (i) transport heavy and/or oversized equipment and materials over designated haul routes on roads located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such roads; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads (including to certain culverts, bridges, road shoulders, crest corrections, and other related fixtures) to permit such equipment and materials to pass; (iv) place certain electrical and/or communication cables for the Project over, adjacent to or under certain roads for the purposes of carrying electrical current to, from, between and among various parts of the Project; and (v) in the course of performing said activities, intersect directly or pass over and upon certain private drains, open drains, or title drains regulated by the County under I.C. §36-9-27 and encroach within the County's seventy-five foot (75') drainage maintenance right-of-way established I.C. §36-9-27-33; and

C. WHEREAS, Meadow Lake V acknowledges that it may not conduct the above activities without the express consent and permission of the County, which has exclusive authority and control over County roads, bridges, culverts, drains, and other County property; and



D. WHEREAS, the County will permit the Meadow Lake V Parties to perform the above activities in connection with the Project on County roads, culverts, bridges, and to intersect or pass over or through said County drains, pursuant to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I
APPLICABILITY OF AGREEMENT;
ESTABLISHMENT OF PRE-CONSTRUCTION CONDITIONS**

Section 1.1 Roadway Conditions. With respect to any County road that is identified on Appendix A hereto (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County-owned or controlled property, each a "**Designated Road**" and, collectively, the "**Designated Roads**"), Meadow Lake V will, at its expense, hire an independent third-party professional camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road (the "**Road Condition Report**"). Meadow Lake V shall deliver the Road Condition Report to the County prior to the earlier of (i) Meadow Lake V's commencement of any improvement to such Designated Road and (ii) any use by a Meadow Lake V Party of such Designated Road for the operation of a motor vehicle or other equipment weighing more than one (1) ton. The White County Highway Superintendent ("**Highway Superintendent**") or his designee may participate reasonably in production of Road Condition Report; *provided*, that such participation shall not unreasonably delay the production of the Road Condition Report. The Highway Superintendent shall have seven (7) business days after such delivery to review the Road Condition Report. The Highway Superintendent shall be deemed to have accepted the Road Condition Report except to the extent that, and only with respect to specifically stated objections on particular Designated Roads as to which, the Highway Superintendent determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such seven (7) business day period, provide Meadow Lake V in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon Meadow Lake V may provide reasonable further documentation of the condition of the Designated Roads. If Meadow Lake V disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided further*, that failure of Meadow Lake V and the Highway Superintendent to reach agreement with respect to the condition of the portion of the Designated Roads to which the Highway Superintendent has specifically objected shall not prevent Meadow Lake V from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the Highway Superintendent or delay the County's or the Highway Superintendent's granting of any further permits, authorizations, or consents, except to the extent that construction of the

Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the Highway Superintendent. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within such seven (7) business days, the Road Condition Report shall be deemed accepted by the Highway Superintendent.

Section 1.2 Drainage System Conditions. Using such records and maps of County-regulated open and tile drains, including lateral drains connecting directly thereto, as may be timely provided to Meadow Lake V by the County, Meadow Lake V shall, at Meadow Lake V's expense, (i) determine which such drains lie under, or within one hundred feet (100') of, any point at which any Meadow Lake V Party may conduct any Project construction activity or operate a motor vehicle or other equipment weighing more than one (1) ton (the "**Affected Drains**") and (ii) prepare one or more maps depicting **all** Affected Drains and all points of intersection with such construction activity (collectively, the "**Drain Location Map**"). No later than fifteen (15) days prior to the commencement of work on the Designated Roads, Meadow Lake V shall deliver the Drain Location Map to the White County Drainage Board ("**Drainage Board**") and the White County Surveyor. The Drainage Board shall have fifteen (15) days after such delivery to review the Drain Location Map and, if the Drainage Board determines that the Drain Location Map is not a complete and accurate depiction of the location of all Affected Drains, to provide Meadow Lake V with written objection to the Drain Location Map detailing such determination, whereupon Meadow Lake V may revise the Drain Location Map or provide reasonable further documentation of the location of and effects of Project construction upon Affected Drains. If Meadow Lake V disagrees with the Drainage Board's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement with respect to the condition of a portion of the Designated Roads shall not prevent Meadow Lake V from conducting any Project construction activity or using Designated Roads in areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate or delay the County's or the Drainage Board's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate. If the Drainage Board does not give written notice of any objection to the completeness and accuracy of the Drainage Location Map within such fifteen (15) business days, the Drainage Location Map shall be deemed accepted by the Drainage Board.

Section 1.3 County Use of Drain Location Map. The County understands and acknowledges that Meadow Lake V will create the Drain Location Map for its own use and will provide the Drain Location Map to the County only for the County's convenience. Meadow Lake V shall not warrant the accuracy or completeness of the Drain Location Map. The County shall not use the Drain Location Map as an official County document or otherwise rely on the Drain Location Map, except with respect to this Agreement, and is responsible for confirming all information on the Drain Location Map.

ARTICLE II
USE OF DESIGNATED ROADS BY MEADOW LAKE V

Section 2.1 Use of Designated Roads by Meadow Lake V. In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that the Meadow Lake V Parties may use the Designated Roads at any time, seven (7) days a week, 365 days a year, beginning February 1, 2016 and for the duration of the development, construction, operation, and maintenance of the Project. Such use may include the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project. In addition to identifying the Designated Roads, Appendix A identifies the routes over the Designated Roads that will be used for: (i) transportation and delivery of wind turbine equipment and components and other materials and equipment to be used in connection with the Project; (ii) truck transportation leaving the Project site following delivery of equipment and materials; (iii) movement of the assembled cranes across Designated Roads, the route for which may be forth on Appendix A-1; and (iv) transportation and delivery of locally sourced materials, including concrete and gravel. Routes for the movement of assembled cranes across Designated Roads may not be known at the time of this Agreement's execution, and if not set out in Appendix A-1 at such time, such information will be added to Appendix A-1 by the update process described in the following sentence. If Meadow Lake V desires to include additional roads or portions thereof as Designated Roads or revise crane routes, Meadow Lake V shall (A) submit an updated version of Appendix A (specifically, Appendix A-1 in the case of revised crane routes) to the County that includes such additional roads and (B) to the extent appropriate, revise or supplement (1) the Road Condition Report in order to report on the pre-existing conditions of such additional roads or portions thereof as required by Section 1.1 and (2) the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix A and any such supplemental report being an "Appendix A Update"). With respect to any change to Appendix A or the Road Condition Report, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix A Update. The Highway Superintendent shall approve the Appendix A Update except to the extent that, and only with respect to particular Designated Roads as to which, the Highway Superintendent determines that (I) the Appendix A Update proposes a usage of such Designated Roads that would differ substantially and materially from usage already approved by the County, or (II) any revised or supplemented report or Drain Location Map submitted with the Appendix A Update is not complete and accurate (as provided for the original report or map, respectively, in Section 1.1 or Section 1.2). If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix A or the Road Condition Report) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Meadow Lake V with written objection to the Appendix A Update detailing such determination, whereupon Meadow Lake V may provide reasonable further documentation in support of the Appendix A Update. If Meadow Lake V disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Meadow Lake V from conducting any Project construction activity or using Designated Roads located in areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and for which the Highway Supervisor has approved a Road Condition

Report, and or delay the County's or the Drainage Board's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and Designated Roads for which the Highway Supervisor has approved a Road Condition Report. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Appendix A Update within the applicable time period, the Appendix A Update shall be deemed accepted by the Highway Superintendent and Drainage Board, as applicable.

Section 2.2 Construction Period Meetings. Beginning with commencement of construction of the Project, Meadow Lake V and a representative from the County (a "Designee") shall meet from time to time upon the reasonable request of a Party to discuss the expected use of the Designated Roads, including the construction schedule and the haul routes to be used. The Designee shall have authority to act on behalf of the County. To the extent necessary, the Designee and Meadow Lake V may invite certain landowners to attend the meetings if their property is near or adjacent to the areas of use. Within ten (10) days after the execution of this Agreement by the Parties, the County shall provide the name and contact information for its Designee. For purposes of this Section 2.2, commencement of construction of the Project shall mean commencement of construction of access roads, wind turbines, and associated facilities on the Project Site and shall not include testing and surveying (including geotechnical drilling and meteorological testing) by Meadow Lake V to determine the adequacy of the Project Site for construction.

ARTICLE III SAFETY RESPONSIBILITIES; ROAD CLOSURES

Section 3.1 Speed Limits. All vehicles driven by the Meadow Lake V Parties shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

Section 3.2 Signage. During construction of the Project, Meadow Lake V shall be responsible for placing and maintaining signage in compliance with applicable provisions of the then-current Indiana Manual on Uniform Traffic Control Devices.

Section 3.3 Notice to School Corporations and Emergency Agencies. Meadow Lake V shall provide, to the Tri-County School Corporation, White County Sheriff's Department, White County 911 Communications Office, Brookston Fire Department, Wolcott Fire Department, Chalmers Fire Department, Monticello Fire Department, Wolcott and Reynolds Post Offices, and any other agency or office reasonably designated by the County, (i) notice of Designated Road closures (including time and expected duration) by fax and e-mail and (ii) current maps of the Designated Roads.

Section 3.4 Transportation Coordinator: Notice of Road Closures. Meadow Lake V shall monitor the Designated Roads for damage, appropriateness of signage, and other safety issues. Meadow Lake V shall designate a person to coordinate the transportation-related activities of the Meadow Lake V Parties during construction of the Project (the "Transportation Coordinator"). In the event that Meadow Lake V plans a proposed road

closure or limited access to a Designated Road or right-of-way that may affect public safety or convenience, the Transportation Coordinator shall notify the Highway Superintendent at least forty-eight (48) hours prior thereto. If, within eight (8) business hours after receipt of such notice, the County objects to such closure or limited access on grounds public safety or substantial public inconvenience, the Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Meadow Lake V's construction activities and schedule. If the County does not so object within such time, the County shall be deemed to have no objection to such planned closure. In the event that the County plans a proposed road closure or limited access to a County road or right-of-way that could be reasonably anticipated to affect construction, maintenance, and operations activities related to the Project, the County shall notify Meadow Lake V at least forty-eight (48) hours prior thereto. For purposes of this Section 3.4, a fax or e-mail shall suffice as written notice if properly addressed (directed to a fax number or e-mail address, as the case may be, provided for such purpose by the Party receiving notice).

Section 3.5 Use of Designated Roads. Vehicles used by the Meadow Lake V Parties weighing more than one (1) ton shall travel only on Designated Roads.

Section 3.6 Dust Control.

- a. During construction of the Project, Meadow Lake V shall use a commercially recognized dust palliative to control airborne dust created or contributed to by the Meadow Lake V Parties on gravel Designated Roads, after Meadow Lake V completes the improvements and modifications required under Article IV herein but prior to any traffic used for construction, operation and maintenance of the project as permitted herein. Watering alone shall not be considered a sufficient dust control measure, unless agreed in advance by the Highway Superintendent. The Highway Superintendent or his designee may provide written request for additional dust control measures.
- b. Dust control measures required by this Agreement and requested by the Highway Superintendent will be applied within twenty-four (24) hours of written notification.

**ARTICLE IV
IMPROVEMENT AND MODIFICATIONS TO DESIGNATED ROADS**

Section 4.1 Improvements and Modifications to Designated Roads. Prior to Meadow Lake V's use of a Designated Road as permitted in Article II herein, Meadow Lake V shall complete, and the County hereby acknowledges and agrees and consents to Meadow Lake V's completion of, such temporary modifications and permanent improvements to such Designated Road as are reasonably necessary to accommodate the then-anticipated use of such Designated Road by the Meadow Lake V Parties. Such temporary modifications and permanent improvements may include the widening of certain roads, the strengthening and/or spanning of existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads.

Section 4.2 Compliance with Standards and Designs. Meadow Lake V agrees that all modifications and improvements to Designated Roads, including any temporary turning radius, corner or intersection wide-out, intersection or corner improvement, or driveway or entrance onto a Designated Road, shall comply with all applicable engineering standards and stamped engineering drawings that are submitted by Meadow Lake V to the County prior to the commencement of the modifications and improvements. Meadow Lake V may install driveways and entrances for ingress and egress to and from Designated Roads at locations shown on attached Appendix C, at Meadow Lake V's cost. If Meadow Lake V desires to update Appendix C, Meadow Lake V shall (A) submit an updated version of Appendix C to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix C and any such revised or supplemented Drain Location Map being an "Appendix C Update"). With respect to any change to Appendix C, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix C Update. The Highway Superintendent and Drainage Board shall approve the Appendix C Update except to the extent that the Highway Superintendent determines that the Appendix C Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the Drainage Board determines that any revised or supplemented Drain Location Map submitted with the Appendix C Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or Drainage Board makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Meadow Lake V with written objection to the Appendix C Update detailing such determination, whereupon Meadow Lake V may provide reasonable further documentation in support of the Appendix C Update. If Meadow Lake V disagrees with the Highway Superintendent's or Drainage Board's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Meadow Lake V from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or Drainage Board's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway Superintendent's or Drainage Board's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix C Update within the applicable time period, the Appendix C Update shall be deemed accepted by the Highway Superintendent.

Section 4.3 Removal of Temporary Improvements. Upon completion of the portion of the Project requiring any temporary improvements, all such temporary improvements shall be removed by Meadow Lake V. However, upon written request from the County prior to removal, any such temporary improvement may permanently remain as property of the County, or as a part of a County right-of-way.

Section 4.4 Collection System Cabling and Communication Cabling. The County

acknowledges that Meadow Lake V intends to install certain (i) wires, cables, conduits, and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 34.5 kV from the Project and (ii) communication wires, cables, and/or lines relating to the Project (collectively, the "Installation") and may desire to route portions of the Installation below ground, either by boring or by cutting a trench, at locations adjacent to or under (including across) the Designated Roads or under (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B). In connection with the Installation, the County hereby grants to Meadow Lake V all such authorizations and approvals from the County as are necessary to complete the Installation, subject only to Meadow Lake V's obtaining such private land rights as are necessary to permit Meadow Lake V to complete the Installation and make the modifications and improvements to the Designated Roads contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Designated Roads. Each trench cut across a County road shall be backfilled, compacted, and otherwise repaired as reasonably required to restore the County road to its structural condition prior to such cut. If Meadow Lake V desires to update Appendix B, Meadow Lake V shall (A) submit an updated version of Appendix B to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix B and any such revised or supplemented Drainage Report being an "Appendix B Update"). With respect to any change to Appendix B, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix B Update. The Highway Superintendent and Drainage Board shall approve the Appendix B Update except to the extent that the Highway Superintendent determines that the Appendix B Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the Drainage Board determines that any revised or supplemented Drain Location Map submitted with the Appendix B Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or Drainage Board makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Meadow Lake V with written objection to the Appendix B Update detailing such determination, whereupon Meadow Lake V may provide reasonable further documentation in support of the Appendix B Update. If Meadow Lake V disagrees with the Highway Superintendent's or Drainage Board's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Meadow Lake V from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or Drainage Board's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway Superintendent's or Drainage Board's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix B Update within the applicable time period, the Appendix B Update shall be deemed accepted by the Highway Superintendent.

**ARTICLE V
ROAD AND DRAIN REPAIR**

Section 5.1 Obligation to Repair County Roads. If any County road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County-owned drainage tile or open ditch, is damaged by the Meadow Lake V Parties, Meadow Lake V shall repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the damaged road or other property to the condition it was in prior to such damage. With respect to damage to a County road or related appurtenance, the Parties shall rely upon the Road Condition Report to determine whether the repair has been performed in accordance with the standard set forth in this Section 5.1. Subject to considerations of safety, the presence of emergency conditions, and the costs of such repairs, any repair and restoration shall commence and be completed promptly by Meadow Lake V. Following completion of such repair, the Highway Superintendent and Meadow Lake V shall jointly inspect the repair to confirm that it has been completed satisfactorily. The County understands and agrees that Meadow Lake V is not responsible for any damage to County roads, County-owned drainage tile, or related appurtenances that is not caused by a Meadow Lake V Party. For purposes of this Section 5.1, damage to any County-owned drainage tile or open ditch may also include damages occurring within the County's seventy-five (75) foot maintenance right-of-way under I.C. §36-9-27-33, if such damage either denies, impedes, or affects the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County. As a part of Meadow Lake V's repair and restoration obligations, Meadow Lake V shall repair and restore certain portions of the following described county roads and culverts at the completion of construction as follows:

- a. County Road 700 W, between U.S. Hwy 24 and County Road 400 S; County Road 100 S, between U.S. Hwy 231 and County Road 1100 W; and, the one-half (1/2) mile portion of County Road 1000 W commencing north of County Road 100 S, shall be resurfaced in the same manner as Meadow Lake V is required to repair and restore the adjoining Designated Roads; and
- b. County Road 200 S, between County Road 1000 W and County Road 600 W, shall be surfaced with four (4) inches of #73 stone; and
- c. The culverts, and the portions of County drainage tile situated thereunder or adjacent thereto, described on attached Appendix D, shall be replaced as set forth in Appendix D. Culverts shall be replaced with aluminized type II corrugated metal pipe. Drainage tile shall be replaced with solid double-walled solid core plastic tile compliant with INDOT specifications.

Section 5.2 Failure to Repair. If Meadow Lake V fails to repair any damage to County-owned property that Meadow Lake V is required by this Agreement to repair, the Highway Superintendent may request in writing that Meadow Lake V perform such repair. If Meadow Lake V fails to commence such repairs within thirty (30) days and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Meadow Lake V for costs incurred in connection with the repair. To the extent that the County makes such repairs itself (rather than engaging an outside contractor to do so), then notwithstanding anything to the contrary in this Agreement, the

reimbursement of costs may include allocable, direct internal labor costs (not administrative

personnel or expenses) and reimbursement for usage of powered equipment (based on commercially reasonable equipment rental rates). Meadow Lake V shall pay such invoiced amounts within thirty (30) days following receipt of the invoice.

ARTICLE VI FINAL RESURFACING

Section 6.1 Approval of Road Condition Prior to Final Surfacing. The condition of a Designated Road shall be subject to the approval by the Highway Superintendent prior to the laying of any final surface upon such Designated Road. If the Highway Superintendent does not give written notice to Meadow Lake V detailing any objections to the condition of such Designated Road within three (3) business days after notification by Meadow Lake V that such Designated Road is ready for final surfacing, or if Meadow Lake V and the County agree, pursuant to Section 6.2, that the County will assume responsibility for final resurfacing, the condition of such Designated Road shall be deemed acceptable by the Highway Superintendent.

Section 6.2 Performance of Final Resurfacing by County. Meadow Lake V shall provide the County with written notice of the date on which all wind turbine components (not including replacement components or spare parts) have been delivered to the installation site (the "WTG Final Delivery Date"). If the Parties mutually agree, the County shall assume responsibility for final resurfacing of any Designated Road or portion thereof that Meadow Lake V repaired or to which Meadow Lake V made temporary modifications or permanent improvements, but solely at the cost of Meadow Lake V. Such agreement shall be reduced to writing and signed by an authorized representative of each Party. Such agreement shall provide that the County (i) fully and finally releases Meadow Lake V from any obligation to resurface such Designated Road or to further improve or modify such Designated Road and (ii) indemnifies and holds harmless Meadow Lake V from and against all claims and other liabilities related to or arising from or in connection with the County's resurfacing of or failure to resurface such Designated Road or the manner in which such Designated Road may be resurfaced, except to the extent such obligation arises from, or claims or liabilities relate to, a breach of the warranty set out in Article X.

ARTICLE VII MEADOW LAKE V PERFORMANCE ASSURANCE

Section 7.1 Performance Assurance. Meadow Lake V shall post reasonable assurance of performance in the amount described in Section 7.4 (the "Performance Assurance") no later than the date on which Meadow Lake V issues to its contractor an unlimited notice to proceed with commencement of improvements and modifications to Designated Roads pursuant to Article IV herein. The Performance Assurance shall be made payable to the County and may be posted in the form of a surety bond issued by a corporation licensed to do business in Indiana and approved by the County, an irrevocable letter of credit, cash deposit, or other form of financial guarantee acceptable to the County, which Performance Assurance shall remain in full force and effect during Meadow Lake V's construction of the Project and continuing in full force and effect for two (2) years after the final completion of construction of the Project, provided Meadow Lake V has performed all repair

obligations pursuant to this Agreement. Any Performance Assurance will be in a form reasonably acceptable to the County. The Performance Assurance is intended to provide the County with assurance that it will be paid by Meadow Lake V for its obligations under this Agreement, but shall not in any way limit the amount of Meadow Lake V's obligations or liability under this Agreement.

Section 7.2 Cash Deposit. If the Performance Assurance is in the form of a cash deposit, it shall be held in an interest-bearing escrow account at a mutually acceptable financial institution, with any interest earned thereon payable to Meadow Lake V at reasonable times and intervals.

Section 7.3 Draw on Performance Assurance. The County may draw upon the Performance Assurance only if and to the extent that Meadow Lake V fails or refuses to perform repairs or to pay the cost of performing repairs under Article V of this Agreement. Draw conditions for the Performance Assurance shall include the following: The Highway Superintendent, a member of the County's Board of Commissioners, or a member of the County Council shall certify that all draw conditions, which shall include the following, have been met: (i) that the Highway Superintendent has complied with the requirements of Section 5.2 (ii) that Meadow Lake V has failed or refused to perform repairs or to pay the cost of performing repairs under Article V of this Agreement, (iii) that the County has performed such work (or had such work performed for it), (iv) that the County has incurred expenses for the performance of such work, and (v) the County has evidenced to Meadow Lake V the amount of such expenses. If the County draws upon the Performance Assurance, the Highway Superintendent shall provide a full accounting of the amount of the draw(s) and costs of repair to Meadow Lake V.

Section 7.4 Amount of Performance Assurance. The Performance Assurance shall be provided in the amount of Eight Hundred Forty Thousand Dollars (\$840,000.00); *provided*, that at Meadow Lake V's sole and exclusive election, the amount of the Performance Assurance may be decreased to Four Hundred Sixty-two Thousand Dollars (\$462,000.00) on or after the date that is sixty (60) days after the WTG Final Delivery Date; *provided*, that Meadow Lake V has performed all of its then existing repair obligations hereunder. If, within seven (7) days after its receipt of such notice from Meadow Lake V, the County sends written notification to Meadow Lake V that there is then-existing damage to a County road and/or drain that Meadow Lake V is required by this Agreement to repair, the Performance Assurance may not be decreased until Meadow Lake V has completed such remaining repair obligations. Upon such a change in the amount of the Performance Assurance, and upon expiration of the requirement for Performance Assurance two (2) years after final completion of construction of the Project (i) any previous Performance Assurance shall be extinguished and of no further effect and (ii) the County shall return to Meadow Lake V any original instrument evidencing such previous Performance Assurance.

ARTICLE VIII

FINES

Section 8.1 Imposition of Fines. Upon written notice to Meadow Lake V (given by fax and by e-mail directed to the fax number and e-mail address provided by Meadow Lake V for such purpose) of Meadow Lake V's non-compliance with certain provisions of this Agreement and Meadow Lake V's failure or refusal to abate, correct, or otherwise remedy such

non-compliance, the County may impose a fine upon Meadow Lake V, as indicated in Sections 8.2 and 8.3 below. Fines are imposed for each day of the same incident of non-compliance after expiration of the applicable notice/cure period.

Section 8.2 Amount of Fines; Notice and Cure. Provisions the non-compliance with which shall subject Meadow Lake V to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

<u>Section</u>	<u>Amount</u>	<u>Notice/Cure Period</u>
3.2 (signage)	\$500	24 hours for non-custom, non-specialty signs; 72 hours for custom or specialty signs. Provided, that to the extent that a permanent sign is not available through the use of reasonable diligence, temporary signs are permissible and effective in avoidance of any fine that might otherwise be assessed.
3.5	\$1,000	No cure period
3.6.b (dust control)	\$500	24 hours
Article V	\$1,000	Reasonable notice under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in any case no less than thirty (30) days' notice.

Section 8.3 Payment of Fines. Meadow Lake V shall pay all fines to the County within thirty (30) days of receipt of proper notice of a fine.

**ARTICLE IX
COUNTY INSPECTOR**

The County may retain an inspector ("**County Inspector**") during construction of the Project. The County Inspector shall inspect Meadow Lake V's repairs to Affected Drains and provide written acknowledgement that such repairs appear to have been made in accordance with this Agreement, where such is the case or, where such is not the case, so inform Meadow Lake V and the White County Surveyor and act as liaison between Meadow Lake V and the White County Surveyor in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Meadow Lake V of any damage noted by the County Inspector in the performance of the County Inspector's duties. Meadow Lake V shall reimburse the County for expenses that the County incurs which are related to retention of the County Inspector to perform such duties, up to a maximum of One Hundred Dollars (\$100) per day for each day on which repairs are being performed on Affected Drains.

ARTICLE X WARRANTY

All materials supplied and workmanship performed by Meadow Lake V Parties in the performance of Meadow Lake V's obligations required under this Agreement shall meet the compliance standards set forth in Section 4.2 of this Agreement and be free from defects for a period of two (2) years after the completion of such work. THE WARRANTIES SET FORTH IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY MEADOW LAKE V UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND MEADOW LAKE V DISCLAIMS ANY AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI INDEMNITY

Meadow Lake V shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against County, its officers, Board of Commissioners, affiliates, agents, and employees and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures ("Losses"), including for personal injury or damage to third persons or property, but only to the extent that such Losses arise directly from or in the course of performance by Meadow Lake V under or in relation to or connection with this Agreement.

ARTICLE XII ZONING ORDINANCE; OTHER PERMITS

Section 12.1 Zoning Ordinance. Meadow Lake V acknowledges that the Project is subject to the provisions of the White County Zoning Ordinance ("Zoning Ordinance") and Meadow Lake V will comply with the Zoning Ordinance, including procuring a building permit from the County prior to commencement of construction of the Project and formulating a decommissioning plan as set forth in Chapter 7 of the Zoning Ordinance.

Section 12.2 Other Permits. The County hereby permits, authorizes, and consents to the Installation and to Meadow Lake V's use, maintenance, and upgrading of the Designated Roads, as described in this Agreement and Appendices A through C. Except for the following permits, the County acknowledges and affirms that, as of the date of the Agreement, the County requires no further licenses, permits, or approvals issued or granted by the County for the Installation, or for such use, maintenance, and upgrading, of the Designated Roads, or for the construction, operation, and maintenance of the Project:

- a. Improvement location permit issued pursuant to the Zoning Ordinance's Wind Energy Conversion Systems Siting Regulations.
- b. Building permit issued pursuant to the Zoning Ordinance's Wind Energy Conversion Systems Siting Regulations.

- c. Any drainage permits issued pursuant to the White County Drainage Ordinance.

Applications for all County permits not granted by this Agreement shall be subject to the County's customary review and permitting processes, if any, pursuant to statutory and regulatory authority, and in any case, processes applied consistently and in a fashion that treats Meadow Lake V in a manner similar to other industrial users of County roads under similar circumstances.

Section 12.3 Evidence of Permitting of Oversized and Overweight Loads. Promptly upon the request of Meadow Lake V, the County shall countersign a letter in the form of Appendix E hereto for use by the Meadow Lake V Parties as evidence that the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project have been properly permitted by the County.

ARTICLE XIII EXCLUSION OF CERTAIN DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity (other than the indemnity obligations of Meadow Lake V as set forth in Article XI with respect to Losses that arise from personal injury to third persons), contribution, strict liability or any other legal theory.

ARTICLE XIV FORCE MAJEURE EVENT

Whenever performance is required of a Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; *provided, however*, that if a Party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; improper or unreasonable acts or failures to act of the County; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of the County or Meadow Lake V under this Agreement. If either Party experiences, or anticipates that it will experience, an event that, pursuant to this Article XIV, shall extend the time for performance by such Party of any

obligation under this Agreement, then such Party shall provide prompt written notice to the other Party of the nature and the anticipated length of such delay.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.1 Project Termination. If Meadow Lake V abandons or terminates construction of the Project, Meadow Lake V shall provide written notice to the County of such abandonment or termination of construction. In such event, at either Party's request, the Parties shall meet to reach agreement with respect to termination of this Agreement. County may terminate this Agreement any time following Meadow Lake V's failure to commence construction of the Project within twelve (12) months of the date of this Agreement first above written.

Section 15.2 Reimbursable Expenses. Except as otherwise expressly provided in this Agreement, where Meadow Lake V is required to reimburse the County for any expense incurred by the County, Meadow Lake V shall only be required to reimburse such County expenses as are reasonable, direct, reasonably documented, and which the County has incurred.

Section 15.3 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in White County, Indiana.

Section 15.4 Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in Sections 2.1 and 4.4, this Agreement may be amended only by a written agreement signed by the Parties.

Section 15.5 Assignment.

- a Except as provided in subsections (b) and (c) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Meadow Lake V pursuant to this Agreement.
- b Meadow Lake V may, without the consent of the County, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to (1) any lender or equity investor (including any tax equity investor) providing financing for the Project as security for Meadow Lake V's obligations under the financing

agreements (including a trustee or agent for the benefit of its lenders) and (ii) any power purchaser (each, a “Permitted Collateral Assignee”). In connection with any such collateral assignment to a Permitted Collateral Assignee, the County shall, upon the request of Meadow Lake V, deliver to Meadow Lake V and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Meadow Lake V and the Permitted Collateral Assignee and which shall contain customary provisions. However, notwithstanding any provision herein to the contrary, Meadow Lake V shall, in the event of any such collateral assignment, remain bound to the terms of this Agreement unless otherwise agreed by the Parties in writing.

- c. Meadow Lake V may without the consent of the County, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate of Horizon Wind Energy LLC, provided that in each case the assignee agrees in writing to be bound by the terms of this Agreement; provided that all restrictions on assignment or transfer by Meadow Lake V shall expire two (2) years after the final completion of construction of the Project.
- d. Meadow Lake V will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Horizon Wind Energy LLC or any of its direct or indirect affiliates, or (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Meadow Lake V.

Section 15.6 Notices. All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by facsimile or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands and other communications shall be deemed to have been received by the addressee, if by first class certified mail, three (3) days following mailing; if by facsimile, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands and other communications shall be sent to the following addresses:

To the County: White County Commissioners
c/o White County Auditor
P.O. Box 260
Monticello, IN 47960

To Meadow Lake V: Meadow Lake Wind Farm V LLC
c/o EDP Renewables NA
808 Travis, Suite 700
Houston, TX 77002
Attn: General Counsel

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Section 15.7 Exercise of Rights and Waiver. The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

Section 15.8 Independent Contractor, Relation of the Parties. The status of Meadow Lake V under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Meadow Lake V and its officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County. As an independent contractor, Meadow Lake V shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

Section 15.9 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 15.10 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 15.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 15.12 No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

Section 15.13 Confidentiality. All data and information acquired by the County from Meadow Lake V (or its affiliates, representatives, agents or contractors) in connection with the performance by Meadow Lake V of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the County to any third party, and upon request of Meadow Lake V will be returned thereto, except that the County will not be obligated to return any such information contained in documents generated by the County that are stored electronically by the County. With respect to any such retained electronically stored confidential information, the County will continue to comply with the obligations of this Section 15.13. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Meadow Lake V and the County to perform their respective obligations under this Agreement. This provision will not prevent the County from providing any confidential information or in response to the reasonable request of any government agency charged with regulating the County's affairs; *provided*, that if feasible, the County will give prior notice to Meadow Lake V of such disclosure and, if so requested by Meadow Lake V, will have used all reasonable efforts to oppose or resist the requested disclosure, as appropriate under the circumstance, or to otherwise make such disclosure pursuant to a protective order or other similar arrangement for confidentiality.

Section 15.14 Extraordinary Events. The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for Meadow Lake V to replace major turbine components or make repairs to turbines beyond ordinary maintenance ("**Extraordinary Events**"), and that transportation of turbine components on overweight or oversized vehicles on or across the Designated Roads may be necessary. The Parties agree that it is impossible to predict the timing, nature, or extent to which the Designated Roads may be damaged beyond the normal amount of wear and tear by such transportation. The Parties agree that at any time during the life of Project, when Meadow Lake V determines Extraordinary Events reasonably, during any sixty (60) day period, require activities which will involve more than ten (10) movements of overweight or oversized vehicles on the Designated Roads, Meadow Lake V will give advance written notice of the intended movements to the County. In such event, the County may in its reasonable discretion require Meadow Lake V to provide an Appendix A Update, and Meadow Lake V agrees to reasonably coordinate such activities in substantially the same manner provided for in this Agreement. If the Extraordinary Events require activities which will involve more than twenty (20) movements of overweight and oversized vehicles during any sixty (60) day period, the County and Meadow Lake V will work in good faith to determine amount of any performance assurance to be reasonably required by the County based on the possible damage to the Designated Roads caused by such movements.

Section 15.15. Phase V Only. The provisions of this Agreement shall only pertain to the Project, described in Recital A as the fifth phase of development of wind-powered electric generating facilities by Meadow Lake V.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Use, Repair and Improvement of Roads and Repair of Drainage Facilities on the dates set forth below, to be effective as of the date first above written.

MEADOW LAKE WIND FARM V LLC

By: 
Name: **Ryan Brown**

Title: **Executive Vice President, Eastern Region**

add

Title: _____

By: 

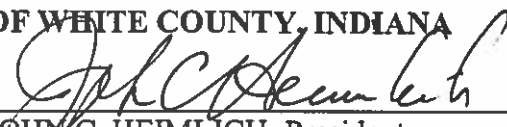
Name: **Steve Irvin**

Executive Vice President, Central Region

Title: _____

Dated: February _____, 2016

**BOARD OF COMMISSIONERS
OF WHITE COUNTY, INDIANA**


JOHN C. HEIMLICH, President


STEVEN BURTON


DAVID DIENER

ATTEST:


GAYLE E. ROGERS
White County Auditor

Dated: February 16, 2016

Appendix D – List of Culverts to be Replaced

Road	Approximate Location	Notes
100 S	375' West of 1000 W	Current size is 15"
700 W	1800' South of 100 S	Current size is 24"
700 W	1800' North of 200 S	3 culverts, county tile, smaller culver/private drain
700 W	900' South of 300 S	Current size is 12"
300 S	2500' West of 700 W	Current size is 18"
300 S	East side of 800 W	Current size is 18", concrete drain needs moved 50'-100'
300 S	West side of 800 W	Current size is 24"
300 S	2600' west of 800 W	Current size is 12"