

RED ROCK WIND ENERGY CENTER ROAD AGREEMENT
& COLLECTION EASEMENT AGREEMENT

THIS RED ROCK WIND ENERGY CENTER ROAD AGREEMENT AND COLLECTION EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of August 25, 2025 by and between the County of Dickinson, Iowa (the “**County**”) and RedRock Wind Project, LLC, a Delaware limited liability company (sometimes referred to herein as either “**Red Rock Wind**” or the “**Developer**”). Red Rock Wind and the County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Red Rock Wind is in the process of developing a utility scale wind powered electric generating facility of approximately 300 megawatts (MW) in Dickinson, Emmet and Clay Counties, Iowa (the “**Project**”); and

WHEREAS, in connection with the construction, delivery of turbine components, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads operated and maintained by the County (collectively, the “**County Roads**”) over which it will be necessary for the Developer and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively the “**Developer’s Parties**”) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; and (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures, which may require grading, fill and aggregate placement) at the Project’s expense to permit such equipment and materials to pass; and

WHEREAS, the County desires to grant to Developer a perpetual easement for underground electrical collection and communications cables for the Project adjacent to or under certain County Roads, consistent with and pursuant to the terms contained in the County’s standard Application For Approval of Underground/Overhead Construction on County Highway Right-of-Way and Application to Perform Work Within Dickinson County Right-of-Way; and

WHEREAS, the Developer has provided (or will provide) the following documents to the Dickinson County Engineer (the “**County Engineer**”) on behalf of the County:

- a. A proposed site layout plan for the Project, a copy of which is attached hereto as **Exhibit “A”** (the “**Site Layout Plan**”); and
- b. A pre-construction video or photography survey which identifies by name and surface type the County Roads which are to be used for construction of the Project and delivery of components (“**Pre-Construction Survey**”); and
- c.A Transportation Impact Analysis which (i) identifies by name and surface type the County Roads which are to be used for construction of the Project and delivery of components; (ii) includes a schedule of the across-road bridges and culverts

affected by the Project and the recommendations as to actions, if any, required with respect to such bridges and culverts and estimates as to the cost to replace bridges and such culverts; (iii) A list of most probable oversize and overweight loads and hauling configurations that will require additional analysis for permitting, including listing types of cranes, *i.e.*, small rough terrain cranes and heavy lift cranes and their respective weights; and (iv) a copy of which shall be provided thirty (30) days prior to the first delivery of turbine components (the “**Transportation Impact Analysis**”); and

WHEREAS, this Agreement shall apply to those County Roads listed in the Pre-Construction Survey and Transportation Impact Analysis and, subject to Section 4 herein, any other County Roads used by Developer and Developer’s Parties in direct support of the construction, delivery of turbine components and operation of the Project; and

WHEREAS, the County Engineer has reviewed the above information provided by the Developer; and

WHEREAS, the County and the Developer wish to set forth their understanding and agreement as to the road issues relating to the construction of the Project in this Agreement and the Parties intend this Agreement to satisfy the County requirements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows:

Section 1. County Approvals. The County hereby agrees and consents to the County Engineer acting on behalf of the County to exercise its rights and perform its obligations as provided hereunder. The County Engineer, on behalf of the County, hereby agrees as follows:

(a) Within twenty (20) days of submittal of a revised Site Layout Plan, County Engineer agrees to review and either approve or provide comments on proposed Project site access road, Substation, and O&M Facility entrances, such approval not to be unreasonably withheld. County Engineer shall provide notice to Developer of any approved revised Site Layout Plan, and the Parties shall, by mutual agreement, update Exhibit “A” hereto with a copy of the latest approved Site Layout Plan.

(b) Within twenty (20) days of submittal of engineered drawings of crossing locations for underground collection system cable crossings of the road rights-of-way, County Engineer agrees to review and either approve or provide comments on such drawings, such approval not to be unreasonably withheld. Upon such approval, the County Engineer will cause all necessary permits to be issued. A copy of the required permit application is attached hereto as **Exhibit “C”** (“**Utility Permit Application**”).

(c) Within twenty (20) days of submittal of engineered drawings of driveways for Project access roads, County Engineer agrees to review and either approve or provide comments on such drawings, such approval not to be unreasonably withheld. Upon such approval, the County Engineer will cause all necessary permits to be issued. A copy of the required permit application is attached hereto as **Exhibit “D”** (“**Dickinson County Drive & Entrance Permit Application**”).

(d) Within twenty (20) days of submittal of engineered drawings of proposed widening, improvements, or modifications of County Roads, County Engineer agrees to review and either approve or provide comments on such drawings, such approval not to be unreasonably withheld. Upon such approval, the County Engineer will cause all necessary permits to be issued. A copy of the required permit application is attached hereto as **Exhibit "G"** ("**Dickinson County Work In Right-Of-Way Application**").

Section 2. Developer Undertakings. The Developer hereby agrees, and shall cause the Developer's Parties to agree, to undertake the following in connection with the development of the Project:

- (a) At least twenty (20) days prior to the start of construction of the applicable access road locations, the Developer or the Developer's Parties shall provide to the County Engineer the proposed applicable access road locations, and shall physically mark the locations of the proposed Project site access road entrances, the underground collection cable system crossings, and the heavy lift crawler crane crossings.
- (b) At least twenty (20) days prior to the start of construction of temporary construction areas, Developer shall designate to the County Engineer the proposed ingress and egress locations associated with the temporary construction staging area to be utilized by the Developer and the Developer's Parties.
- (c) Prior to the start of construction on the Project, the Developer shall become a member of the Iowa One Call System, and within ninety (90) days of the commercial operations date of the Project, Developer shall provide Iowa One Call with the necessary information to update its records and memorialize the locations where the underground cables cross the road rights-of-way.
- (d) Red Rock Wind agrees to obtain the necessary moving permits for oversized and/or overweight loads and agrees to obtain and comply with permits throughout the duration of the Project for roadway(s) under the County's authority. Prior to the following week's construction, all planned moves should be submitted along with confirmation of the previous week's moves as planned. If any moves are to be altered, they must be approved by the County Engineer and so noted in the weekly move permit log.
- (e) Representatives of Developer shall meet with the local school bus operator(s) and the relevant school officials to ensure suitable arrangements are put in place for the safe and timely transport of children to and from school via the normal services for such transport.
- (f) The Developer and the Developer's Parties shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through or under any part of the County Roads used by the Developer and the Developer's Parties. The Developer shall assume full responsibility for reimbursing the County for any damage or injury to such properties which may be caused by the Developer's and the Developer's Parties' activities and operations.

- (g) Iridescent marker tape shall be buried in the collection system cable trenches within the County Road rights-of-way twelve (12) inches above the collection system cables where they enter the County Road rights-of-way.
- (h) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the County Road rights-of-way to identify where the underground collection system cables cross the County Roads.
- (i) Horizontal/directional boring shall be used where the underground collection system cables cross under the County Roads such that the road surface will not be cut (unless approved by the County Engineer), and such cables shall be installed in steel or PVC conduit used in public right-of-way locations in accordance with good utility practice. All asphalt and concrete roads shall be bored underneath and not cut unless approved by the County Engineer.
- (j) The size and type of any culverts replaced in County Road rights-of-way as a result of construction of the Project or repair to the County Roads shall be approved by the County Engineer at or prior to the time such a culvert is replaced.
- (k) Culvert pipes shall be used where the new Project site access roads cross existing drains in the road rights-of-way, the exact size of such culvert pipes to be approved by the County Engineer at or prior to the time Developer is ready to install such a culvert.
- (l) In the event that County Road intersections or roadways are widened, improved or modified for truck navigation in connection with the construction of the Project, such widening, improvement or modifications shall be subject to the reasonable approval of the County Engineer, and any such widening, improvement or modification shall be removed inside the existing County Road rights-of-way after construction unless the County Engineer specifically requests that such widening improvement or modification be retained.
- (m) For so long as the Project is under construction, transport schedules shall be submitted regularly (and in any event, no less than weekly) by Developer to the County Engineer indicating when heavy traffic will be in the area of the Project site.
- (n) Developer shall provide, upon request, copies to the County Engineer of any delivery ticket bound for or delivered to the Project site so that the County Engineer may monitor the actual weights of construction vehicles which do not require permits for overweight loads.
- (o) Project traffic shall be scheduled in a way to reasonably minimize the adverse impact on local agricultural transportation. Developer agrees that if requested by the County Engineer it will mutually coordinate with the County Engineer all such scheduling in weekly, scheduled public meetings, which meetings shall be held at the offices of Developer or at a location agreed to by the Parties, and all affected

parties shall be permitted to attend. The County Engineer may, but shall not be obligated to, have representatives participate in such meetings.

- (p) If County Roads degrade (by way of example and not limitation, “**degrade**” means to show signs of bleeding, rolling, breaking or pumping) while construction of the Project is ongoing due to construction activities or the volume of construction traffic related to the Project, Developer, at the reasonable request of the County Engineer, shall cause necessary remedies to be implemented to ensure safe passage of the motoring public within a reasonable time and, in any event, within forty-eight (48) hours; unless immediate hazards exist, in which case Developer shall take immediate action to make the County Roads safe for the motoring public.
- (q) Developer shall comply with the time limits established by the County Engineer with respect to any requested closures of County Roads. Unless approved otherwise, no such road closures shall exceed two (2) hours and the exact time of such closures shall be approved by the County Engineer, such approval shall not be unreasonably withheld. After consultation with the County Engineer, Developer shall advise such further entities (such as local law enforcement and fire protection and ambulance service providers) as mutually agreed upon by the Developer and the County Engineer of County Road closings prior to closing any County Roads, portion of County Roads or intersections. Developer shall be responsible for proper road closure traffic control.
- (r) Crane Usage.
 - (1) Equipment mounted on crawler tracks or steel-tired wheels shall not be operated on or across concrete or bituminous surfaces without specific authorization from the County Engineer and twenty-four (24) hour notice. Special restrictions may be imposed with respect to speed, load distribution, surface protection, and other precautions considered necessary.
 - (2) Heavy lift crawler cranes shall cross the County Roads only in low traffic periods. Heavier Crawler Cranes substantially heavier than typical road equipment should have a crossing constructed on three (3) feet of compacted borrow material covered with a 12" x 12" timber mat perpendicular to crane travel. Borrow material shall be relatively dry and free of stones larger than two (2) inches. The timber mat should be continuous with no gaps to avoid concentrated loading.
 - (3) Smaller cranes such a rubber tire Rough Terrain (RT) cranes with a weight similar to typical permitted road equipment shall have the ability to cross County Roads.
 - (4) Smaller crawler cranes may use the same timber mat over a one (1) foot soil bed to avoid concentrated loading due to uneven thickness in the timber mats.
 - (5) Adjoining timber mats spanning the pavement edge shall be of equal height to avoid excessive loading of the pavement edge and shall extend six (6) feet to either side of the pavement edge.

- (6) When reasonably practicable, counter weights on larger crawler cranes should be removed prior to crossing the roadway, unless this causes a less desirable situation based on how the weights will be transported.
- (7) Rough terrain cranes that exceed the legal axle limits will not be permitted to travel on concrete surfaces that are under the County's authority unless permitted otherwise by the County Engineer. Rough terrain cranes shall be allowed to cross concrete surfaces and run along gravel roads with the approval of the County Engineer, such approval not to be unreasonably withheld.
- (s) Developer shall ensure that all Developer's Parties transporting oversize and overwidth loads use the County Roads during daylight hours during periods of good visibility, unless otherwise approved by the County Engineer. Developer shall follow requirements of all oversize and overweight permits.
- (t) Developer, upon the request of the County Engineer, shall obtain and post traffic signs, including signs advising "No Wind Farm Construction Traffic," at various locations as an aid to traffic management. All such signage or postings shall comply with the current edition of the Manual on Uniform Traffic Control Devices issued by the Federal Highway Administration ("FHWA").
- (u) In the event that the Developer or the Developer's Parties move a traffic control device to accommodate its construction traffic, such sign shall be immediately replaced by Developer in accordance with the current edition of the Manual on Uniform Traffic Control Devices issued by FHWA at its expense.
- (v) Road and intersection closures shall be marked and signed in accordance with the current edition of the Manual on Uniform Traffic Control Devices issued by FHWA and any other applicable requirements set forth in State statute or regulation or County ordinance.
- (w) All construction traffic related to the Project shall use exclusively the routes designated in the Transportation Impact Analysis and shall not use County Roads and routes other than those so designated. In the event this provision is violated by the Developer's Parties, the County Engineer may impose a fine of \$200.00 per occurrence on Developer. The Parties recognize that the Project traffic may, either through mistake or with the consent of the County Engineer, use County Roads other than those listed on the Transportation Impact Analysis. Repairs for damage caused by the Developer or any of the Developer's Parties during such mistaken or permitted use shall be made by Developer in accordance with Section 4 of this Agreement and Developer will cooperate with County to attempt to determine the cause and extent of damage to County Roads that are used by the Developer's Parties during construction.
- (x) In accordance with permits issued by State and County authorities and as otherwise required by Iowa DOT and regulations promulgated thereby, oversize/overweight

vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

- (y) At all times during the construction of the Project and Repair Work performed on County Roads, the Developer and the Developer's Parties shall ensure that construction areas and routes are free and clear of mud, dirt, debris, garbage, obstructions or hazards. Upon the reasonable request of the County Engineer, the Developer shall clear any mud, dirt, debris, garbage, obstructions or hazards from a County Road, culvert or ditch prior to dusk on the day such a request is made. Upon the reasonable request of the County Engineer, the Developer shall be responsible for utilizing dust control measures, including but not limited to the use of water and liquid calcium chloride to control dust caused by construction of the Project. Other dust control shall be approved by the County Engineer prior to application. Gravel road surfaces shall be bladed as needed to provide the safe travel of automobiles. The County may, in its discretion and as staff time permits, make daily inspection of the Designated Roads and the Haul Roads to ensure compliance with the Developer's maintenance and safety obligations.
- (z) If, during the course of construction of the Project, the County Engineer notifies the Developer of significant potholes or other conditions caused by the construction traffic or construction activities which make travel on a County Road hazardous, the Developer shall either remediate the hazard prior to dusk on the day it receives notice of the hazardous condition from the County Engineer, or place illuminated or night condition warning signs and remediate the hazard within forty-eight (48) hours of receipt of notice from the County Engineer.
- (aa) If work during the construction phase of the Project or the post-construction road repair phase is suspended for an extended period, due to seasonal conditions or other cause, the Developer, at the Developer's expense, shall take such measures as laying additional gravel and asphalt, installing barriers, posting signs and providing interim repairs or protections, as may be reasonably required to render County Roads safe for vehicular traffic during the period such work is suspended.
- (bb) With regard to work performed on County Roads in connection with construction of the Project, the Developer's Parties shall be pre-qualified by the County Engineer to perform the work such parties are hired to perform, such pre-qualification not to be unreasonably withheld.
- (cc) Developer shall submit applications for culvert installations to the County Engineer as required. The County Engineer shall direct the Developer and the Developer's Parties regarding culvert size, type and placement in accordance with all applicable County regulations.
- (dd) Within ninety (90) days of the Project's commercial operations date, Developer shall provide to the County Engineer any "As-Built" drawings of improvements to the County Roads which the Developer and the Developer's Parties may possess.

- (ee) The County Engineer, and any outside engineer retained by the County Engineer, shall have unfettered access to the County Roads to inspect the County Roads, bridges, culverts and adjacent ditches.
- (ff) Developer shall reimburse the County Engineer for all reasonable inspection costs, including, but not limited to engineering fees, and costs incurred as a result of the retention of a temporary employee to manage this Agreement during construction of the Project, incurred in connection with road issues relating to the construction and maintenance of the Project. Payment shall be made within thirty (30) days of receipt of such engineering bills or other bills or other supporting documentation by Developer.
- (gg) The Developer shall provide written notice to the County Engineer identifying the name, address and both regular and emergency contact information of the Developer's on-site representative for communication purposes regarding this Agreement and the Project. Developer's on-site representative may be changed and any such change and change in contact information shall be communicated to the County Engineer in writing.
- (hh) The Developer understands that the County Engineer maintains certain drainage culverts throughout the Project area (the "**County Culverts**"). If Developer's Construction will affect the County Culverts, the Developer will provide engineering designs of the County Culverts to the County Engineer for review and approval according to Iowa DOT Standards.
- (ii) The County Engineer may, on behalf of the County, waive any requirements of the Developer, under any other Section of this Agreement. Such a waiver may pertain to specific portions of the Project as determined in the discretion of the County Engineer.

Section 3. Pre-Project Roadway Condition Survey. Developer agrees to meet with County Engineer at least fifteen (15) days prior to undertaking the Pre-Construction Survey to discuss the scope of the Survey that at a minimum shall include a video recording of all roads to be used for construction of the Project. Developer shall consider all suggestions of County Engineer and implement them to the extent they are commercially reasonable. Developer shall provide a copy of the Pre-Construction Survey to the County Engineer promptly upon its receipt thereof and, in any event, at least fifteen (15) days prior to the start of construction of the Project.

Section 4. Developer's Obligation to Repair County Roads.

- (a) Developer hereby agrees that, upon notice from the County Engineer, it shall, at its expense, repair, or cause to be repaired, any damage to County Roads caused by the construction of or maintenance activities associated with the Project whether such damage is caused by the Developer or the Developer's Parties (the "**Repair Work**"). "**Damage**" shall be interpreted in the broadest sense and shall include, but not be limited to, damage to the road surface, subsurface, culverts, drainage tiles and adjacent ditches. All repair and/or restoration of County Roads shall be constructed in a good and workmanlike manner and in accordance with County Engineer's requirements. The Parties anticipate and agree that the Repair Work for

the majority of the County Roads used for the construction of the Project will consist of all labor, materials and equipment to: (i) repair any failures to the road base, and resurface the road to maintain consistent thickness, (ii) recycle the road surface to a depth of two inches (2") below the existing surface material, (iii) resurface the road so that it is the same thickness as it was prior to the resurfacing, and (iv) repair crushed aggregate shoulder adjacent to the resurfaced road. Disturbed ditches will also be graded and seeded in compliance with all Federal, State and County requirements. Any repairs undertaken pursuant to this Section 4 shall be subject to reasonable approval by the County Engineer.

- (b) All road resurfacing shall be completed so as to provide a smooth, gradual integration with an existing road surface, even if such resurfacing requires improvements to County Roads not affected by the construction traffic.
- (c) All Repair Work shall be completed within twelve (12) months of the Commercial Operations Date of the Project. For purposes of this Agreement, the "**Commercial Operations Date**" shall mean the first date that more than ninety percent of the wind turbine generators installed for the Project begin delivering electricity to the transmission grid. If completion of the post-construction Repair Work cannot be completed within the period designated for road construction Repair Work, then Developer shall, at its expense, lay additional gravel and temporary asphalt, install barriers, post signs and take all actions necessary to make County Roads damaged by the Developer's construction activities safe for vehicular traffic until such time that construction of the Project and the post-construction Repair Work is completed. The maintenance period shall be extended past the twelve (12) month period until the repair work can be completed. All such actions undertaken by the Developer shall be subject to the supervision and approval of the County Engineer.
- (d) Developer shall provide written notice to the County Engineer when Developer has completed the Repair Work (the "**Completion Notice**"). Attached to the Completion Notice shall be proof of payment to contractors, subcontractors and material suppliers and lien waivers executed by all contractors, subcontractors and material suppliers who have performed the Repair Work. The Completion Notice and all relevant lien waivers shall be delivered to the County Engineer.
- (e) Upon receipt of the Completion Notice and lien waivers by the County Engineer, the County Engineer shall have thirty (30) days to inspect the Repair Work and provide written notice to Developer of rejection of the Repair Work in whole or in part (the "**Rejection Notice**").
 - (i) If no Rejection Notice is tendered by the County Engineer, then the form of financial security shall be adjusted to provide security for the Maintenance Period as provided for in Section 7 of the Agreement.
 - (ii) If a Rejection Notice is tendered by the County Engineer, then:
 - a) Developer shall make repairs as identified in the Rejection Notice. Upon completion of such additional repair work, Red Rock Wind

shall serve the County Engineer with a supplemental Completion Notice and the notice procedures set forth herein shall apply;

or

- b) Within ten (10) days of receipt of the Rejection Notice, Developer shall provide written demand to the County Engineer requesting that the County Engineer and Developer select an independent engineering firm to inspect the Repair Work and determine if additional repairs as demanded by the County Engineer in a Rejection Notice are required. The Parties shall select an independent engineering firm within twenty-one (21) days of Developer's written demand. The independent engineering firm shall complete its inspection within thirty (30) days and issue its report. The determination of said independent engineering firm shall be binding upon the Parties hereto. The cost of the engineering firm for such inspection and report shall be paid for by Developer.
- (iii) The "**Date of Final Acceptance**" of all road repairs shall be the later of the following:
- a) The date of the delivery of the Completion Notice to the County Engineer if no Rejection Notice is given by the County Engineer to Developer; or
 - b) If a Rejection Notice is given by the County Engineer to Developer, then either:
 - (1) the date the identified repairs are completed to the reasonable satisfaction of the County Engineer (but no later than thirty (30) days after a Supplemental Completion Notice is submitted); or
 - (2) the date of the written report by the independent engineering firm showing no further repairs are necessary or reasonably required.
- (f) If any County Road used by Developer shall require any repairs in the opinion of the County Engineer as a result of damage caused by the Developer or the Developer's Parties or Repair Work is defective and additional repairs are required during the one (1) year period following completion of construction of the Project and road repairs (the "**Maintenance Period**"), Developer shall, upon notification by the County Engineer of the necessity for the repair, make repairs at its own cost and expense. Should Developer fail to make the repairs within the reasonable time specified in the notification, the County Engineer may cause the work to be done and the County may draw upon the Financial Instrument (as defined and provided for in Section 7 of this Agreement) to pay the entire cost or expense of the repair, including, but not limited to, engineer, attorney and consultant's fees and costs.

Should the cost or expense exceed the amount set forth in the Financial Instrument, Developer shall remain liable for any additional cost or expense incurred.

Section 5. County Undertakings. In consideration for the obligations of Developer under this Agreement, the County Engineer, on behalf of the County, agrees that he will coordinate and cooperate with the Developer and the Developer's Parties to minimize the impact of its use of the County Roads on normal local traffic. County Engineer shall engage sufficient personnel to timely respond, inspect, approve, and take actions as contemplated in this Agreement with regard to any construction, repair, or other actions to be completed by the Developer in connection with the Project.

- (a) **Section 6. Insurance.** Developer shall furnish the County Engineer with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement (or of self-insurance reasonably acceptable to the County). The insurance shall be written by a company having an A.M. Best Insurance Reports rating of A-VII or better. The Certificate of Insurance shall be provided to the County Engineer before the commencement of any work by the Developer or the Developer's Parties. The insurance policy shall provide for a thirty (30) day "Prior Notice of Termination" provision in favor of the County Engineer. Should Developer allow such liability insurance to terminate prior to the completion of the construction contemplated by this Agreement, the County Engineer shall have recourse against the provided financial assurance instrument for funds sufficient to cause the liability insurance to be reinstated until the completion of such Road Repair Work. The County and the County Engineer shall be named as additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the Road Repair Work.

Section 7. Financial Assurance.

- (a) Not less than thirty (30) days prior to the start of construction of the Project, Developer shall provide the County Engineer with an irrevocable letter of credit, surety bond, cash escrow or other similar security or guarantee (the "**Financial Instrument**"), issued by a sound financial institution with an office located within the continental United States and operating under the laws of the state in which it is located and, if applicable, United States law, in a form reasonably acceptable to the County Engineer, and with a draw request substantially in the form of **Exhibit "E"** attached hereto. The Parties acknowledge that the exact terms of the Financial Instrument may be subject to terms requested by the financial institution issuing such Financial Instrument.
- (b) The Financial Instrument shall provide security to the County Engineer for the following phases of the Project:
- (i) the construction of the Project, and
 - (ii) delivery of turbines components on the Project, and
 - (iii) the Maintenance Period.

- (c) The Financial Instrument shall not be less than Three Hundred Thousand (\$300,000).
- (d) After delivery of the Project turbine components commences, the Financial Instrument shall not be less than one hundred percent (100%) of the cost of the estimated post-construction repair work as determined in the Transportation Impact Analysis.
- (e) During the Maintenance Period, the Financial Instrument shall not be less than twenty-five percent (25%) of the actual cost of the post-construction road repair work as agreed upon by the Parties until the post-construction road repair work is accepted by the County Engineer.
- (f) A reduction in the Financial Instrument shall not amount to acceptance by the County Engineer of improvements or repairs to County Roads made by Developer.
- (g) The County Engineer shall not draw on the Financial Instrument until twenty-one (21) days after the mailing of written notice to Developer specifying a default hereunder by Developer, during which twenty-one (21) days Developer may cure such default and, in the event Developer so cures, the County Engineer shall not draw on the Financial Instrument on account of such default. The insuring or bonding over of any payment claim of a contractor, subcontractor or material supplier by Developer with the County shall constitute an acceptable cure of a default based upon Developer's failure to pay a contractor, subcontractor or material supplier.
- (h) The Financial Instrument may be used by the County Engineer, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to the improvement and/or repair of County Roads by Developer, including, but not limited to:
 - (i) provide payment for any of the Developer's obligations under this Agreement which remain unpaid for thirty (30) days after such obligations have been incurred and documented, which obligations shall include without limitation, modification and repairs of the County Roads during construction of the Project and post-construction road repair work;
 - (ii) keeping the liability insurance policy pursuant to Section 6 in force and effect;
 - (iii) in the event the County Engineer is served with a notice pursuant to the Iowa Mechanics' Lien Act from any of the Developer's contractors, subcontractors, material suppliers, engineers or others (a "**Lien Claimant**") that Developer has not paid for work, payment may be made to such Lien Claimant (this right in the County Engineer shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of Financial Instrument). The insuring or bonding over of any payment claim of a contractor, subcontractor or

material supplier by Developer with the County shall constitute an acceptable cure of a default based upon Developer's failure to pay a contractor, subcontractor or material supplier;

(iv) reimbursement for emergency actions by the County Engineer to protect public health and safety as a result of the activities of the Developer or the Developer's Parties; and

(v.) reimbursement for such other actions (erection of traffic control signs, payment for outside consultants and advisors, *et cet.*) as is provided for under this Agreement.

- (i) Any time this Agreement calls for a Financial Instrument, the County Engineer may, in his or her sole discretion, upon request of Developer, accept substitute collateral other than the form or instrument initially posted. The County agrees to waive the requirement for a Financial Instrument if and so long as the Developer provides reasonable evidence to the County that (1) Developer maintains not less than an investment grade credit rating; (2) Developer is a public utility regulated by the Iowa Utilities Board; or (3) if Developer does not have a credit rating, maintains a certain minimum financial net worth as reasonably determined by the County.
- (j) Upon the expiration of the Maintenance Period, Developer shall have no further obligation to maintain the Financial Instrument and the same shall be cancelled and returned to Developer.

Section 8. Future Work by Developer. This Agreement is limited to the Project and on-going maintenance for the life of the Project as described in the recitals to this Agreement and as depicted in Exhibit "A" attached hereto. In the event that the Developer desires use of County Roads for the demolition of the Project or development of another Project, another road agreement with the County Engineer shall be required.

Section 9. Phased Construction. If Developer does construct the Project in phases, this Agreement shall be applicable to each such phase independently, and if reasonably requested by Developer, the County shall execute a partial assignment, a new agreement on terms identical to this agreement, or such other document as may be reasonably requested to apply the terms and conditions set forth herein to such subsequent phase(s).

Section 10. Miscellaneous.

- (a) **Recitals.** The Recitals set forth above are hereby incorporated herein and made a part of this Agreement.
- (b) **Remedies and Enforcement.** Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of seven (7) days after written notice to the defaulting party of such default or as otherwise provided in this Agreement, the Party seeking to enforce said provisions shall have the right of specific

performance, unless an alternate remedy for the alleged event of default is otherwise specified by this Agreement. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

- (c) Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- (d) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- (e) Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties.
- (f) Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- (g) Notices. All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; (iii) on the date, if sent by electronic mail or facsimile transmission; or (iv) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth below. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via electronic mail or facsimile transmission to an email address or facsimile number provided, however, that any notice of litigation or alleged default under this Agreement sent via electronic mail or facsimile transmission shall be concurrently provided by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

Developer:

RedRock Wind Project, LLC
c/o Invenergy Wind Development North America LLC
Attn.: General Counsel
One South Wacker Drive, Suite 1800
Chicago, IL 60606
Telephone: 312-224-1400
Facsimile: 312-224-1444
Email: GeneralCounsel@invenergyllc.com

RedRock Wind Project, LLC
c/o Invenergy Wind Development North America LLC

Attn.: Joseph Crowley
One South Wacker Drive, Suite 1800
Chicago, IL 60606
Mobile: 310-365-3112
Email: JCrowley@Invenenergy.com

Dickinson County Attorney's Office
Attn: Steven Goodlow
1802 Hill Ave,
Ste. 2509
Spirit Lake, IA 51360
Telephone: 712-336-4003
Email: SGoodlow@DickinsonCountyIowa.gov

Dickinson County Engineer's Office
Attn: Jeff Rose
1802 Hill Ave
Ste. #2101
Spirit Lake, IA 51360
Telephone: 712-336-2944
Email: JRose@DickinsonCountyIowa.gov

- (h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic pdf. transmittal shall be as effective as delivery of a manually signed counterpart to this Agreement.
- (i) Commencement of Project. This Agreement shall be void if substantial construction of the Project is not commenced within five (5) years of the date of this Agreement, or five (5) years from the date on which the site plan review and approval permit is issued.
- (j) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of law provisions.
- (k) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Iowa District Court, Dickinson County, Iowa.
- (l) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, and the same shall continue in full force and effect.

- (m) **Attorneys' Fees and Costs.** If any action at law or in equity is brought by either Party to enforce this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party reasonable attorneys' fees and costs incurred, in addition to any other relief to which such prevailing Party may be entitled.
- (n) **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.
 - (i) **Assignment Requiring Consent.** Except as expressly permitted in this part (n), this Agreement may not be assigned without the written consent of the other Party and such consent shall not be unreasonably withheld or delayed.
 - (ii) **Permitted Assignment.** Notwithstanding subparagraph (i) above, Developer shall be entitled to assign this Agreement, in whole or in part, without the prior written consent of the County to (A) any affiliate of Developer, or (B) any person or entity providing financing to Developer or any such affiliate or any collateral agent or security trustee acting on behalf of any such person or entity, or (C) MidAmerican Energy Company (each a "**Permitted Assignment**"). Any such assignment that is a collateral assignment for financing purposes will not relieve Developer of its obligations under this Agreement. In the event of a Permitted Assignment, Developer shall, prior to such assignment, provide written notice to the County Engineer of the name, address, entity type, and state of incorporation of the assignee, as well as the name and address of the assignee's registered agent in the State of Iowa.
- (o) A Memorandum of this Agreement, substantially in the form of **Exhibit "F"** hereto, shall be recorded with the Dickinson County Recorder of Deeds by Developer within thirty (30) days after the execution of this Agreement.
- (p) **Force Majeure.** If performance of the Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means pandemic, fire, earthquake, flood, or other casualty, condemnation or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

DICKINSON COUNTY

By: 
Name: Jeffrey Rose
Title: County Engineer

REDROCK WIND PROJECT, LLC

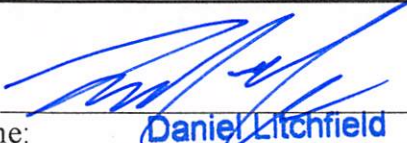
By: 
Name: Daniel Litchfield
Title: Authorized Signatory

EXHIBIT "A"

SITE LAYOUT PLAN

TO BE SUPPLIED BY DEVELOPER

EXHIBIT "B"

TRANSPORTATION IMPACT ANALYSIS

TO BE SUPPLIED BY DEVELOPER

EXHIBIT "C"

UTILITY PERMIT APPLICATION

EXHIBIT "D"

DICKINSON COUNTY DRIVE & ENTRANCE APPLICATION

EXHIBIT "E"
FINANCIAL INSTRUMENT
DRAW REQUEST

<BANK NAME>
Attn: <NAME>, <TITLE>
<ADDRESS>
<CITY>, IL <ZIP>

Copy to:
<NAME>
RedRock Wind Project, LLC a Delaware Company
c/o Invenergy Wind Development North America LLC
Attn.: General Counsel
One South Wacker, Suite 1800
Chicago, IL 60606

<NAME OF DEVELOPER' ATTORNEY>
<FIRM NAME>
<ADDRESS>
<CITY>, <STATE> <ZIP>

Ladies and Gentlemen:

The undersigned County Engineer, on behalf of Dickinson County (the "**Beneficiary**") hereby requests a draw in the amount of \$_____ ("**this Draw**") against the _____ (the "**Letter of Credit**"), issued by _____ in favor of the County. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

- A) This Draw is authorized by the Red Rock Wind Project Road Agreement and Collection Easement Agreement dated _____, 202__ entered into by RedRock Wind Project, LLC and the County (the "**Red Rock Wind Project Road Agreement**")
- B) This Draw is being made in accordance with and as permitted by Section 7 of the Red Rock Wind Project Road Agreement.

- C) The Beneficiary has determined that there has been a default under the Red Rock Wind Project Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.
- D) The Beneficiary has given written notice of such default to RedRock Wind Project, LLC in accordance with the terms of the Red Rock Wind Project Road Agreement and RedRock Wind Project, LLC has failed to cure the default the time period set forth in the Red Rock Wind Project Road Agreement .
- E) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.
- F) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____, 2025.

as Beneficiary

By: _____

Name: _____

Title: Supervisor

EXHIBIT "F"

Prepared by/Return to: _____, RedRock Wind Project, LLC c/o Invenergy Wind Development LLC, One South Wacker, Suite 1800, Chicago, IL 60606, Attn: General Counsel; 312-224-1400

MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that a certain Red Rock Wind Road Agreement (the "**Agreement**") was entered into by and between Dickinson County, (the "**County**") and Red Rock Wind Project, LLC ("**Red Rock Wind**") concerning use of county roads located within Dickinson County and affecting real estate in the following sections of Dickinson County:

Sections: 1, 12-16, 20-29, 32-36, Township 98 North, Range 36 West
 1-36, Township 98 North, Range 35 West
 21, 22, 26-29, 31-36, Township 99 North, Range 35 West

The Agreement grants rights in favor of Developer and imposes obligations upon Developer related to its use of County Roads for the construction, operation, and maintenance of the Red Rock Wind Project.

The County agree and consent to the County Engineer acting on behalf of them to exercise their rights and perform their obligations as provided in the Agreement.

County shall have no ownership, lien, security or other interest in any facilities installed on the Premises, or any profits derived there from, and Developer may remove any or all such facilities at any time.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

RedRock Wind Project, LLC

Date: _____, 2025

By: _____
Name: _____
Title: _____

Dickinson County

Date: _____, 2025

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, _____ who executed the foregoing instrument as _____ of RedRock Wind Project, LLC and acknowledged the same.

(S E A L)

Name: _____

Notary Public, State of _____

My Commission: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me on _____, 2025 by _____ as _____ of Dickinson County, Iowa.

STAMP

Name: _____

Signature of Notarial Officer

My Commission Expires: _____

EXHIBIT "G"

DICKINSON COUNTY WORK IN RIGHT-OF-WAY APPLICATION