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RESOLUTION

**A RESOLUTION AND ORDER APPROVING A ROAD USE AGREEMENT BETWEEN
NAVARRO COUNTY TEXAS AND LIMESTONE WIND PROJECT LLC**

WHEREAS, Navarro County, Texas (the "County" or "Navarro County") is familiar with the wind energy project contemplated by Limestone Wind Project, LLC ("Limestone Wind") in the portion of the County described on Exhibits A and B, attached hereto and incorporated herein by reference. ("Project Area");

WHEREAS, Limestone Wind contemplates making certain improvements to the real property located within the Project Area consisting of a wind powered electric power generating facility ("Improvements");

WHEREAS, with the exception of certain statutory provisions regarding control of county roads, such as §251.03, 251.153, 251.157, among others,, Texas Transportation Code, §181.044 Texas Utilities Code, there are no applicable Navarro County rules or ordinances that would require Limestone Wind to obtain zoning approval, a permit, or an authorization for the ownership, construction, operation or maintenance of a wind energy project and its Improvements within the Project Area. There are no presently existing Navarro County rules or ordinances affecting the proposed ownership, construction, operation, or maintenance of Improvements within the Project Area;

WHEREAS, no part of the Project Area is located within the city limits of any towns within Navarro County, and no part of the Project Area is located within the extraterritorial jurisdiction of Navarro County, Texas, or any other city within the County.

WHEREAS, the ownership, construction, operation and maintenance of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades to ("Road Usage") County roads, County owned rights-of-way, and County-held right-of-way easements located in Navarro County, Texas;

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Navarro County, Texas have the authority on behalf of the County to regulate and/or permit such Road Usage;

WHEREAS, Limestone Wind seeks the County's permission for such Road Usage and Navarro County, Texas has agreed to grant said permission.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby **RATIFIED, APPROVED and ADOPTED**. This Order, when executed and delivered by the Commissioners Court of Navarro County, Texas and Limestone Wind shall constitute the Road Use Agreement ("Agreement") between Navarro County and Limestone Wind.

2. Limestone Wind shall repair any damage to County roads caused by Limestone Wind or Limestone Wind's contractors or suppliers during the course of constructing, repairing or maintaining the Improvements and shall return such roads to the condition such roads were in prior to their use by Limestone Wind or Limestone Wind's the contractors or suppliers.
 - a. Prior to the commencement of any work, or in advance of any subsequent modifications, Limestone Wind, will provide to Navarro County a map identifying those roads which will be utilized to develop, install or repair the Improvements (the "Designated Roads"), and any points of access to property, or the location of any transmission or collection lines to be installed in the public right of way. A preliminary list of roads anticipated to be used in the project is attached hereto as Exhibit A, and a preliminary map is attached as Exhibit B. The County agrees not to unreasonably withhold its consent to requests by Limestone Wind to add additional Designated Roads or points of access to property, or the location of any transmission or collection lines.

 - b. Limestone Wind will have a pre-construction survey completed for all Designated Roads, which will include current conditions and recommendations for any preparations or modifications that will be necessary to perform required construction. In addition, the County will provide Limestone Wind, if available, with copies of any plans, cross sections and specifications relevant to the Designated Roads. Copies of all pre-construction survey documentation shall be provided to the County. All costs associated with the pre-construction survey shall be borne solely by Limestone Wind.

 - c. It is understood by Limestone Wind that no other roads maybe used for ingress or egress for heavy or wide loads other than those Designated Roads identified pursuant to paragraph a. above, as it may be amended from time to time. Any

truck operated by an individual utilized by Limestone Wind for heavy or wide loads that is found to be using any road not listed in conformity with paragraph (a.) shall be issued a citation, and subsequent violation of this agreement by that Operator shall result in that operator not being allowed to participate further in hauling for Limestone Wind.

- d. Consistent with prudent engineering and design, Limestone Wind, will, at its sole costs and with the consent and approval of the County, prepare any Designated Roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. For purposes of this agreement, the term heavy or wide loads are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axle, and any load more than 12 feet in width.
- e. It is understood that maintenance of the roads to be utilized by Limestone Wind and to be performed by Limestone Wind include grading, dust control, installation of drainage culverts, and placing of sufficient base material to adequately support the anticipated loading to be imposed upon the road or as outlined in the Civil Design.
- f. To the extent necessary, the County recognizes that electrical lines will be installed within the County road right-of-way as a necessary component of the project. Such installations are subject to the following requirements:
 1. Limestone Wind will utilize GPS or other suitable surveying methods to locate all bore or trench installations, and adequately mark the location of such electrical lines.
 2. Limestone Wind will bury all electrical lines at a depth of not less than four feet (4') below grade, and will avoid placing the lines within the traveled portion of the roadway or in the bottom of drainage ditches. In addition, Limestone Wind shall provide—within thirty (30) calendar days of completion of the burial of such lines—the locations of any and all road bores under the County's road rights-of-way to the County's Planning and Zoning Department in a geo-spatially accurate manner so as to allow such Department to log the location of such buried lines in the Texas811 portal.
 3. Electrical collection cable installed beneath any road shall be encased in SDR 13.5 HDPE or equivalent for all road bores.

- g. All such preparation or repairs by Limestone Wind, including the widening of roads pursuant to subsection h. below, shall have the prior approval of the County and property owners affected by any widening (solely if and to the extent any property that is not within the County rights-of-way will be utilized), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other County roads. Upon completion of construction, Limestone Wind will have a post-construction survey completed, the methods of which shall be similar to those of the pre-construction survey described above. The two sets of pre-construction and post-construction data will be compared and if there is any wheel lane cutting, cracking or other damage resulting from Road Usage for the project, the County and Limestone Wind will determine the extent of the repairs or improvements needed to return the Designated Roads to a pre-construction condition, taking into consideration and excluding normal wear and tear from usage by the public. All costs associated with the post-construction survey shall be borne solely by Limestone Wind. If this covenant for road repair by Limestone Wind cannot be performed by Limestone Wind or in the event Limestone Wind fails to perform this covenant within 30 days of a demand that it do so from the County, then the County may perform the road repair required of Limestone Wind pursuant to this section and Limestone Wind agrees to reimburse the County for its reasonable and necessary costs in repairing such roads within ten (10) days of being invoiced for the necessary costs of repairs. The County's cost for such repairs shall be determined using the applicable rates used by the Federal Emergency Management Administration for equipment and personnel and the County's actual cost of materials. Limestone Wind agrees to pay the cost of any such repairs within 30 days of the date Limestone Wind is billed for such services by the County and all relevant documentation for such services is provided to Limestone Wind.
- h. Limestone Wind may not widen or change the course of any County road without the approval of the Navarro County Commissioners Court and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which approval shall not be unreasonably withheld, conditioned, or delayed so long as Limestone Wind is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Limestone Wind to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Limestone Wind agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

- i. Any roads constructed upon private property by Limestone Wind will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedicated easement of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County road.
- j. Any County owned culverts or bridges, if any, that must be replaced or repaired in the Project Area as result of the construction of the project and heavy loads associated with the project will be repaired by Limestone Wind, subject to supervision and approval of the County.
- k. To more fully implement the terms of subsection (c) of this agreement, Limestone Wind agrees to establish a fund (to be called the Road Use Contingency Fund) in an amount equal to one-hundred thousand dollars \$100,000.00, prior to the commencement of significant construction activities for the project, to be placed on escrow with the County Treasurer of Navarro County, Texas. For purposes of this Agreement, significant construction activities shall mean any vehicular traffic carrying loads in excess of 54,000 pounds. This fund shall be available to be applied to any costs incurred by Navarro County for the repair of Designated Roads in the Project Area and bridges, culverts or other road infrastructure due to damage caused by the activities of Limestone Wind in the Project Area. The County will first give notice to Limestone Wind of the damage claimed, and Limestone Wind will have thirty (30) days in which to cure any claimed damage. Failure to cure the claimed damage will authorize the County to access the Road Use Contingency Fund to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, as noted above. Upon any withdrawal from the Road Use Contingency Fund, the County shall provide notice to Limestone Wind of such withdrawal and Limestone Wind shall promptly replenish the fund to the extent of any drawdown pursuant to this section. Failure to establish this fund, or to replenish said fund when and if necessary, in each case within thirty (30) days after notice from the County of such failure, shall constitute a material breach of the Road Use Agreement. At the conclusion of all construction and commencement of commercial operations, any remaining balance in said contingency fund shall be remitted to Limestone Wind within thirty (30) days after the date completion of any required repairs based on the post-construction survey pursuant to Paragraph 2.g of this Agreement.
- l. Limestone Wind agrees to defend, indemnify and hold harmless Navarro County and its officers and employees against any and all losses, damages,

claims, expenses and liabilities for physical damage to the property of Navarro County or to any person, including reasonable attorneys' fees, arising out of use of the Designated Roads for the project to the extent caused by (1) any negligence or willful misconduct on the part of Limestone Wind Project, LLC, or its agents, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the project, and (2) any breach of this agreement. This indemnity agreement shall survive the termination of this agreement.

m. Limestone Wind agrees to provide insurance at all times during construction and such insurance will include:

(1.) Worker's compensation insurance in compliance with the laws of the State of Texas

(2) Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, and


(3) Automobile Liability insurance. Certificates of Insurance will be provided upon request to the County. Limestone County will be identified as an additional insured on all insurance policies related to the project.

3. The Commissioners' Court hereby grants permission to Limestone Wind, and its successors and assigns, during the planning and construction phases of its wind power project and Improvements, and thereafter during the operation and maintenance phase of the wind power project and Improvements until said wind power project and Improvements are completely abandoned, to use all County roads for the Road Usages described herein, including but not limited to, (a) access and egress to and from the Wind Power Project, (b) encroachment of Wind Power Project facilities and Improvements under, along or into the right of way of said County roads, in the form of access points to and from the County road and/or underground electrical transmission or collection lines buried in the County road right-of-way, and (c) for overhead and bored underground crossings of said County roads with wind power project electrical collection lines (and related facilities) interconnecting portions of the wind power project and Improvements, and with transmission lines connecting the wind power project and Improvements to the electrical grid power system. For the purposes of this Order, said County roads are to include, without limitation, all of the roads within the County Map Book located within the Project Area.


That the permission granted in Paragraph 3 includes the installation, maintenance, and repair of wind power project collection and transmission lines and related facilities within the rights of way of said County roads and right-of-way easements held by the County, and an authorization to require upgrade of such roads where necessary and conduct geo-technical and other preliminary construction analysis of such roads and rights-of-way. Limestone

Wind must provide the County with notice and a map identifying the location of such Project Area facilities with reference to the County roads to be utilized by Limestone Wind before Project construction work on such roads begins. If any County roads must be upgraded to facilitate such construction work, Limestone Wind will perform such upgrade work at its cost. Limestone Wind, at its cost, shall cause pre-construction and post-construction surveys as described in Paragraph 2 above to be completed in connection with any such upgrade or other work. The County may inspect such road upgrade work and Limestone Wind will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of Project construction (such standards being those agreed to by all parties). Limestone Wind must repair any damage to the County roads caused by its installation, maintenance or repair activities from Road Usage for the project. The County and Limestone Wind will determine the extent of the repairs or improvements needed as determined by pre-construction and post-construction surveys, taking into consideration and excluding normal wear and tear from usage by the public.


SIGNED AND APPROVED on this 9th day of March, 2022



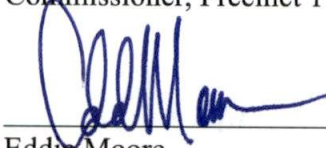
Honorable H.M. Davenport, Jr.
Navarro County Judge




Jason Grant
Commissioner, Precinct 1



Eddie Perry
Commissioner, Precinct 2




Eddie Moore
Commissioner, Precinct 3



James Olsen
Commissioner, Precinct 4

ATTEST:



Sherry Dowd
Navarro County Clerk



EXHIBIT A

Preliminary list of Roads anticipated to be used in the Project (the list below describes roads in both Precincts 3 and 4)

Road	Location	Road Use			
		Pickup Trucks	Concrete Trucks	Rock Trucks	Turbine Parts/Other Deliveries
FM 638	Limestone County/Navarro County Border - FM 642	BOTH	BOTH	BOTH	BOTH
	FM 642 - FM 709	BOTH	BOTH	BOTH	BOTH
FM 642	FM 638 (East) - FM 638 (N of FM 642)	BOTH	BOTH	BOTH	BOTH
	FM 638 (N of FM 642) – Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
FM 73	FM 642 - Limestone County/Navarro County Border	BOTH	NT	NT	NT
SW 4070	FM 642 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
SW 4060	SW 4070 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
SW 4090	SW 4070 - SW 4120	BOTH	BOTH	BOTH	BOTH
SW 4120	SW 4090 - SW 4110	BOTH	BOTH	BOTH	BOTH
SW 4110	SW 4120 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
SW 4160	FM 642 - FM 638	BOTH	BOTH	BOTH	BOTH
FM 709	FM 638 - SW 4140	BOTH	BOTH	BOTH	BOTH
SW 4170	FM 642 - SW 4240	BOTH	BOTH	BOTH	BOTH
SW 4250	FM 638 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
	FM 638 - SW 4240	BOTH	BOTH	BOTH	BOTH
SW 4240	SW 4250 - SW 4170	BOTH	BOTH	BOTH	BOTH
SW 4180	SW 4240 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
SW 4260	SW 4250 - FM 642	BOTH	BOTH	BOTH	NT
SW 4140	FM 709 - Access point depicted on Exhibit B	BOTH	BOTH	BOTH	BOTH
	ROADS LISTED BELOW PERTAIN TO THE HAULING OF TEMPORARY CONSTRUCTION MATS AND OVERHEAD TRANSMISSION POLES AS DEPICTED ON EXHIBIT B SUPPLEMENTAL MAP				
FM 642	FM 638 – FM 709	BOTH	BOTH	BOTH	NT
FM 1394	SW 2100 – Navarro/Freestone County Border	BOTH	BOTH	BOTH	NT
FM 3194	FM 1394 – FM 709	BOTH	BOTH	BOTH	NT
FM 709	SW 4190 – FM 3194	BOTH	BOTH	BOTH	NT
SW 4220	SW 4180 – FM 642	BOTH	BOTH	BOTH	NT
SW 4180	SW 4240 – FM 642	BOTH	BOTH	BOTH	NT
SW 2100	FM 1394 – SW 2110	BOTH	BOTH	BOTH	NT
SW 2110	FM 1394 – SW 2100	BOTH	NT	BOTH	NT
SW 2090	FM 1394 – SW 2040	BOTH	BOTH	BOTH	NT
SW 2305	FM 642 – SW 2300	BOTH	NT	NT	NT
SW 4190	FM 709 – SW 4180	BOTH	BOTH	BOTH	NT
SW 2300	SW 2305 – FM 1394	BOTH	NT	NT	NT
SW 2040	SW 2090 – FM 709	BOTH	NT	NT	NT
SW 2060	FM 1394 – SW 2090	BOTH	NT	NT	NT

Table Key

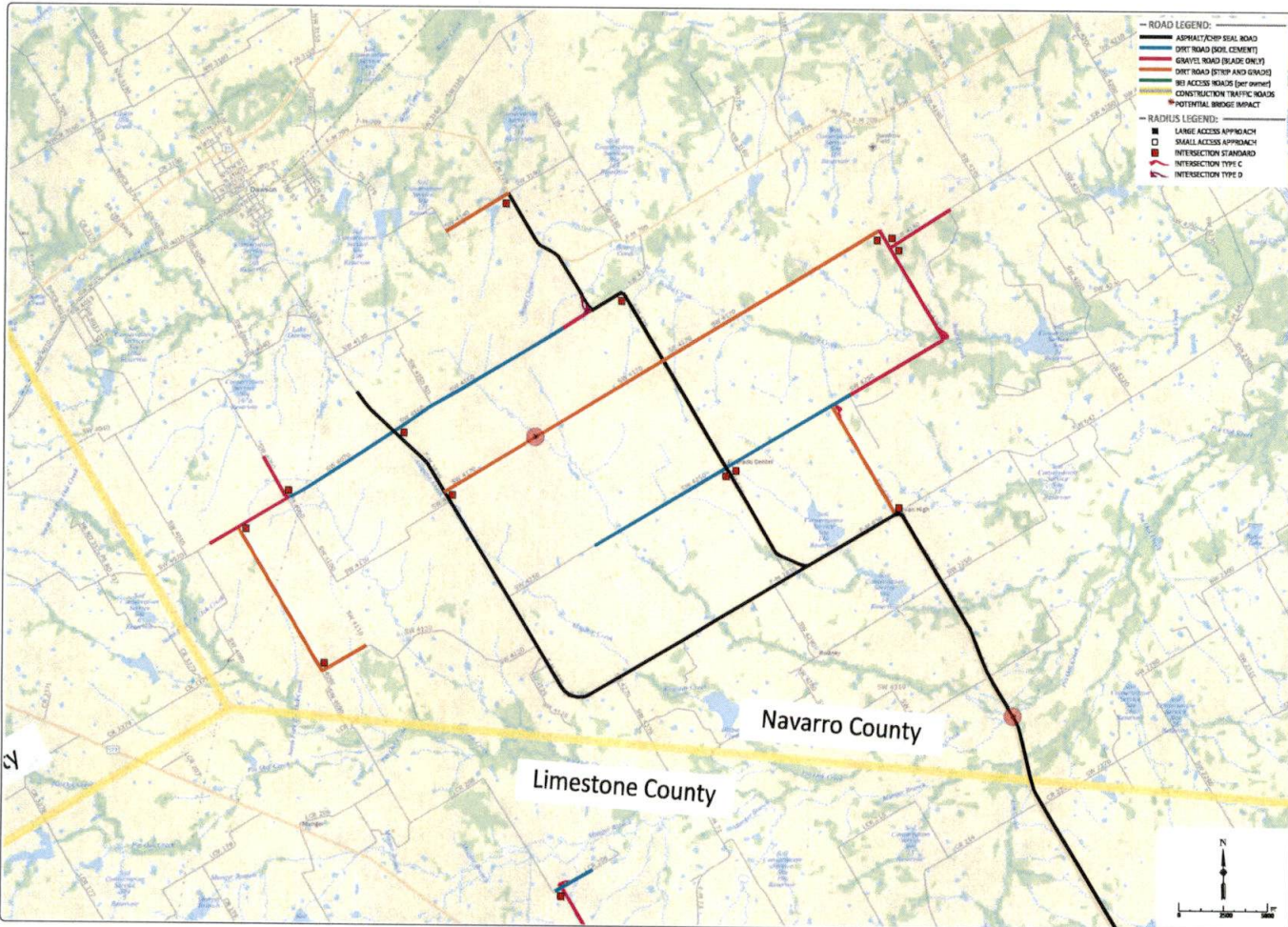
IO=Ingress Only
EO = Egress Only

BOTH = Ingress and/or Egress
NT = No Traffic

EXHIBIT B

Preliminary Map of Roads Anticipated to be used in the Project

PLEASE SEE COLOR MAPS BELOW ON THE FOLLOWING PAGES



- ROAD LEGEND:**
- ASPHALT/CONCRETE ROAD
 - DIRT ROAD (SOIL CEMENT)
 - GRAVEL ROAD (BLADE ONLY)
 - DIRT ROAD (TRIP AND GRAVEL)
 - DIRT ROAD (GRAVEL AND GRAVEL)
 - DIRT ACCESS ROADS (See owner)
 - CONSTRUCTION TRAFFIC ROADS
 - POTENTIAL BRIDGE IMPACT
- RADIUS LEGEND:**
- LARGE ACCESS APPROACH
 - SMALL ACCESS APPROACH
 - INTERSECTION STANDARD
 - INTERSECTION TYPE C
 - INTERSECTION TYPE D

PROJECT NAME:
LIMESTONE WIND

PROJECT LOCATION:
**NAVARRO AND LIMESTONE
 COUNTIES, TEXAS**
 N43.8461° W106.6564°
 7388 AC2

CLIENT:

REVISION HISTORY:

NO.	DESCRIPTION	BY	DATE
1	ORIGINAL DRAWING	EW	05.29.2011
2	REVISED	EW	07.28.2011
3	DETAILED ROAD UPDATE	EW	10.28.2011

CONTRACTOR:
BLATTNER ENERGY
 382 COUNTY ROAD 50
 AVON, MA 04310
 800.527.6666

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SHEET TITLE:
**WIND FARM
 ROAD NETWORK**

DATE: 08-07-2013
 DRAWN BY: EW
 CHECKED BY: JB
 INSTALLED BY: JE
 SHEET: 8.4
 REV: 1

