SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made effective as of the 13th day of November, 2025, and is entered into between the Emmet County Board of Supervisors (the "Board" or "Emmet County") and RedRock Wind Project, LLC ("Red Rock"), collectively the "Parties".

RECITALS

WHEREAS the Board is the body constituted under Iowa Code Chapter 331 to perform certain governing duties on behalf of Emmet County, Iowa, including the adoption of county ordinances pursuant to its home rule authority, the settlement of claims, and the performance of actions pursuant thereto.

WHEREAS Red Rock is the owner and developer of a commercial wind energy project in Clay, Emmet, and Dickinson Counties, that has been under development for over seventeen years (the "Project"). The Project includes wind turbines and all associated facilities that may be necessary such as underground power collection lines, substation(s), switchyard, operations and maintenance building(s), laydown and storage yard(s), access roads, and an Aircraft Detection Lighting System ("ADLS"), if approved by the Federal Aviation Administration and the Federal Communications Commission. Red Rock has taken substantial steps to develop the Project, including making significant expenditures, undertaking financial obligations, acquiring land, conducting studies, performing preliminary site preparation, and installing meteorological towers in furtherance of the development of the Project.

WHEREAS on October 3, 2024, Red Rock applied for a Conditional Use Permit ("CUP") for the Project under the County's Wind Energy Device ("WED") ordinance passed in 2011 (the "Ordinance").

WHEREAS on or about October 15, 2024, the Board passed Resolution #24-29 ("Moratorium Resolution") halting the issuance of conditional use and zoning permits for WED projects and for the purpose of enacting a new ordinance to regulate WED projects. The Moratorium Resolution and any new ordinance terms expressly do not apply to Red Rock. The County has not revised its Ordinance as of the date of this Agreement.

WHEREAS on November 19 and December 2, 2024, the Emmet County Board of Adjustment (the "BOA") heard public testimony and comments regarding the Red Rock CUP application (the "Application"). While the independent consultant retained by the County confirmed the Application and the Project complied with the Ordinance, the BOA denied the Application.

WHEREAS on December 30, 2024, Red Rock filed a writ of certiorari claim against the BOA asserting that Red Rock has vested rights to develop the project under the WED ordinance and the BOA's denial was in bad faith, as well as violations of Iowa's open meetings requirements and the BOA's procedural rules (the "Litigation"). The Litigation is captioned as *Red Rock Wind Project, LLC v. Board of Adjustment of Emmet County, Iowa*, Emmet Cnty. Dist. Ct. No. CVCV023131.

WHEREAS under Iowa Code s. 335.21, the reviewing court has the authority to reverse or modify the BOA's decision. The Parties acknowledge that Red Rock has brought a claim for monetary damages and attorney fees related to alleged state law claims and federal constitutional claims.

WHEREAS, the Parties seek to resolve the Litigation and establish a framework to proceed by way of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement hereby stipulate and agree as follows:

1. LEGAL REPRESENTATION: The Parties acknowledge they are fully represented by legal counsel in connection with this matter and acknowledge that they enter into this Agreement knowingly and voluntarily after having been fully advised by their attorneys of their rights in this matter and of the scope and effect of this Agreement.

2. AGREEMENTS BY EMMET COUNTY AND THE BOARD:

a. The Board agrees to consider and vote on execution of this Agreement as an agenda item during an open meeting following publication of its agenda not less than four and not more than twenty days in advance of the meeting, and will consider public comment at that meeting.

b. The Board agrees the Moratorium Resolution does not apply to the Project and that the terms of the Ordinance apply to the Project, whenever it is constructed. The Board further agrees and stipulates that neither they nor any employee or subdivision of the County will take any action to block, slow, hinder, obstruct, impede, or in any way delay any ongoing development, operations, or construction of the Project (subject to the terms of the provisions below relating to consideration of ministerial permits and approvals). Any violation of this Section by Emmet County, the Board, and County employee or subdivision shall be considered a material breach. The Board stipulates any action to block, slow, hinder, obstruct, impede, or in any way delay the development, operations, or construction of the Project (subject to the terms of the provisions below relating to consideration of ministerial permits and approvals) will result in irreparable harm to Red Rock such that Red Rock may not have an adequate remedy at law. Nothing in this paragraph prohibits Emmet County boards, employees, and officials from enforcing county ordinances and requiring compliance with the ordinances.

c. The Board acknowledges that the threshold to establish vested rights for the Project has been met by Red Rock pursuant to the Application, Ordinance,

studies, activities, and expenditures by Red Rock as of the execution date of this Agreement and that will be ongoing following the execution of this Agreement.

d. The Board believes that, based on the evidence in the Litigation, a court is likely to exercise its authority under Iowa Code s. 335.21 to modify the BOA decision to issue the CUP to Red Rock without conditions and may award monetary damages and attorney fees as described above. The Board does not believe a rehearing on the Application is in the best interests of the County.

e. The Board will file a pleading in the Litigation agreeing that the district court should modify the BOA decision to issue the CUP to Red Rock without additional conditions.

f. In the event the court declines to modify the BOA decision to issue the CUP to Red Rock without additional conditions, within 30 days of the order denying the Parties' requested relief, the Board will pass a resolution in the form attached hereto as Appendix 1 authorizing the Project to be constructed under the terms in the Application and this Agreement.

g. The Board stipulates that Red Rock has, through its CUP application and the additional compromises and concessions made herein, met or exceeded the requirements of the Ordinance.

h. The Board agrees and stipulates that neither the County, nor the BOA, has jurisdiction to revoke, rescind, withdraw or modify a CUP once issued to Red Rock.

i. Red Rock is determined to have begun construction under Emmet County's ordinances for any and all zoning compliance permits for the Project upon completion of a foundation of any one wind turbine at any one zoning compliance permit site. Upon completion of one foundation of any one wind turbine generator, Red Rock will send the Zoning Administrator a certificate of completion ("Certificate of Completion"). Once construction has begun as outlined herein, Emmet County and its officials and employees will not challenge the sufficiency of the same through litigation challenging the issuance of permits. The county officials will retain the right to enforce the ordinances and permitting laws of the county, the road use agreement and decommissioning agreement through reasonable and good faith actions. The Board of Supervisors agrees that Red Rock's satisfaction of the conditions in the road use agreement, decommissioning agreement and this provision are sufficient to establish use under any and all zoning compliance permits for the Project, including those issued at a later date. Preliminary site preparation work, including the installation of mud mats, is not considered construction that

requires a zoning compliance certificate under County ordinances.

j. Emmet County acknowledges that approval of applications for any zoning compliance permits for the Project, and road right-of-way permits, including but not limited to permits needed for entrance, right-of-way crossings, drain crossings, utility in rights-of-way, work within rights-of-way, and oversize/overweight permits to transport loads on county roads to Project-specific destinations are ministerial acts, and the Board will direct, by resolution, that upon submission by Red Rock of applications for such zoning compliance permits or permits that are consistent with applicable ordinances, the CUP application, and the terms provided herein, the Zoning Administrator or the County Engineer to promptly issue such zoning compliance permits and road right-of-way permits; Emmet County agrees that approval of such zoning compliance permits and road right-of-way permits shall not be unreasonably delayed or withheld and no employee or subdivision of the County shall interfere with the Zoning Administrator's nor the County Engineer's usual and customary processing of such applications including issuance of zoning compliance permits and right-of-way permits as consistent with applicable ordinances and the Application, except to direct prompt action be taken.

k. Emmet County acknowledges that approval of applications for any zoning compliance permit extensions for the Project are ministerial acts, and upon submission by Red Rock of applications for such extension requests that are consistent with applicable ordinances and the CUP application, the Zoning Administrator shall promptly issue such extensions; Emmet County agrees that approval of such extensions shall not be unreasonably delayed or withheld and the Board shall not interfere with the Zoning Administrator's usual and customary processing of such applications including issuance of zoning compliance permits as consistent with applicable ordinances and the Application.

l. The Board hereby approves the Road Use Agreement attached hereto as Appendix 2, the Decommissioning Agreement attached hereto as Appendix 3, and the Drainage Easement and Agreement attached hereto as Appendix 4 and hereby authorizes signature of the same by the appropriate County representative. The Board agrees to facilitate and not unreasonably withhold approval of any joint drainage easement agreement affecting the Project.

m. The Board agrees that in the event of a legal challenge to the court's order, this Agreement or the Project or any necessary permits, certificates, or approvals, the County will fully cooperate in good faith with Red Rock in the defense of such challenge(s) at the County's expense, and further agrees that in the event of a successful challenge the County will use its best efforts and good faith to cure any deficiencies and re-enter into an Agreement on substantially the same

terms in the Ordinance, the Application, and as included herein to facilitate development of the Project.

3. AGREEMENTS BY RED ROCK:

In consideration of the promises made in this agreement, Red Rock will agree as follows:

a. Red Rock shall file voluntary dismissals with of its claims for Declaratory Judgment – Vested Rights, Bad Faith (Count II) and Damages – Vested Rights, Bad Faith (Count III), within ten days of the mutual execution of this Agreement.

b. Red Rock will indemnify Emmet County's Litigation expenses related to *Red Rock Wind Project, LLC v. Board of Adjustment of Emmet County, Iowa*, Emmet Cnty. Dist. Ct. No. CVCV023131 within ten days of delivery by Red Rock of the Certificate of Completion and upon completion of all of the following:

(1) Execution of this Agreement by the Board;
(2) Timely issuance of all necessary permits, certificates, and approvals to construct the Project;
(3) Expiration of the limitations period for any challenges in any way related to the approval and construction of Project, including challenges to the court order contemplated in subsection 2.e.; the issuance of the CUP; the resolution contemplated in subsection 2.f., if any; this Agreement; and the issuance of all necessary permits, certificates, and approvals; and
(4) The conclusion of unsuccessful challenges in any way related to the approval and construction of Project, including challenges to the court order contemplated in subsection 2.e.; the issuance of the CUP; the resolution contemplated in subsection 2.f., if any; this Agreement; and the issuance of all necessary permits, certificates, and approvals.

c. Red Rock will offer its standard Good Neighbor Agreement used for this Project and negotiate in good faith with any non-participating residence located within one-half mile of any turbine constructed or to be constructed as part of the Project who are not currently engaged in a similar agreement with a neighboring project. For purposes of this Agreement, a "Non-Participating Residence" means the primary human dwelling on any privately-owned parcel of land where the owner(s) of such parcel have not entered a voluntary agreement with Red Rock or any affiliate or agent thereof to provide any rights to or receive any compensation from Red Rock.

d. Red Rock agrees to comply with the decommissioning plan attached to the Application, which places additional obligations on Red Rock and provides

additional protections for the County and its landowners beyond those provided in the Ordinance.

e. Red Rock agrees to comply with the Road Use Agreement attached to the Application, and attached as Appendix 2, which places additional obligations on Red Rock and provides additional protections for the County and its landowners beyond those provided in the Ordinance.

f. Red Rock agrees to remove turbine 99, and confirms that all remaining potential turbines are 1,600 feet or more from the residences of non-participating landowners, as indicated in the map provided on Appendix 5. Parties agree that minor shifts of no more than 300 feet in any direction from the locations shown in Appendix 5 will be allowed so long as the terms in the Ordinance are met and the turbines do not move closer to the residences of non-participating landowners.

g. Red Rock will make all necessary federal, state, and County applications for approvals required for installation of ADLS on the Project and, if all such applications are approved Red Rock will install ADLS as part of the Project. Emmet County agrees that upon the denial or unreasonable delay of any permit, license, or other approval required to install ADLS by any federal, state, or county government entity, Red Rock will be deemed to have fulfilled this obligation and shall be permitted to continue to operate the Project as described herein notwithstanding the inability to use an ADLS. The Board acknowledges that, for technical and/or permitting reasons, the Project may be fully in operation for several months before an ADLS can be implemented, if approved. During any period during which an ADLS is not operational, consistent with lighting requirements under the Ordinance, the Project will be artificially lighted only to the extent required by the FAA or other applicable authority and as needed for nighttime maintenance, and the lighting intensity and frequency of the strobe shall adhere to but not exceed requirements established by FAA regulations. The ADLS requirement places additional obligations on Red Rock and provides additional protections for the County and its landowners beyond those provided in the Ordinance.

h. Red Rock agrees that Appendix 6 to this Agreement lists the turbine models that may be used for the Project and the manufacturer, hub height, and maximum total height of each. Sixty (60) days prior to construction, Red Rock will confirm the specific turbine model which may be constructed at each agreed-upon turbine location and its maximum total height.

i. Red Rock agrees that no Residence will experience more than 30 hours of shadow flicker from the Project per year unless this limit has been waived by the owner of the Residence in an easement or other written instrument

including but not limited to a Good Neighbor Agreement. For purposes of this Agreement, a "Residence" means the primary human dwelling on any privately owned parcel of land. The shadow flicker requirement places additional obligations on Red Rock and provides additional protections for the County and its landowners beyond those provided in the Ordinance and the Application.

j. Red Rock agrees to enter into the Drainage Easement and Agreement attached hereto as Appendix 4. The Drainage Easement and Agreement places additional obligations on Red Rock and provides additional protections for the County and its landowners beyond those provided in the Ordinance and the Application.

k. Red Rock agrees and stipulates that this Agreement does not have a confidentiality provision. Red Rock agrees that nothing in this Agreement bars the County or the Board from speaking about this Agreement or the terms herein following its execution.

4. MUTUAL RELEASE: Subject to the agreements of the Parties set forth above in paragraphs 2 and 3, the Parties agree to release any and all claims they may have against the other Party, that Party's members, agents, insurers, affiliates, and assigns whether asserted or unasserted relating in any way to the subjects of the Lawsuits, including, but not limited to, claims for attorney fees and costs. This release does not preclude suits brought to enforce performance of any obligation provided in this Agreement.

5. DUTY TO DEFEND: By entering into this Agreement, the County and Board agree and stipulate this Agreement is a legal, enforceable and binding contract. The Parties further agree to defend the validity of this Agreement, should it be challenged.

6. PREVAILING PARTY ATTORNEYS' FEES: If either Red Rock or Emmet County initiates or is forced to defend litigation against the other party arising from or related to the denial, rejection, delay, withholding, or other adverse action by any Emmet County board, commission, officer, employee, or agent (including but not limited to the Board of Adjustment or the Zoning Administrator) concerning the Project, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and litigation costs incurred in connection with the proceeding, in addition to the prevailing party's actual and consequential damages. For purposes of this provision, "prevailing party" includes a party that obtains a favorable judgment, injunction, declaratory relief, or other comparable legal or equitable relief on any substantial issue.

7. RELIANCE: The Parties freely and voluntarily execute this Agreement solely in reliance upon their own knowledge, belief, and judgment, including advice by their respective attorneys, and not upon any representations made by the other party or its attorneys. Each of the Parties acknowledge and certify that it has read the terms of this Agreement prior to entering into and executing this Agreement and has had a full and ample opportunity to consult with and

obtain the advice of an attorney.

8. ENTIRE AGREEMENT: This Agreement executed by the Parties constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and it supersedes all negotiations and all prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter of this Agreement. This Agreement does not supersede or replace any prior written agreements between the Parties.

9. SEVERABILITY: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. CHOICE OF LAW, VENUE AND WAIVER OF JURY TRIAL: This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa. This Agreement shall be deemed to have been entered into and performed in Emmet County, Iowa. The Parties agree that any dispute related to this Agreement shall be brought in the Iowa District Court for Emmet County, Iowa. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.

11. HEADINGS: The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

12. SUCCESSORS AND ASSIGNS: To the extent permitted by law, the terms of this Agreement are binding upon and inure to the benefit of the Parties hereto and each of their respective heirs, representatives, administrators, executors, successors and assigns. Notwithstanding the foregoing, Red Rock shall have the right to sell, assign, or lease all or portions of the Project to other parties and, in that event, such other parties shall, with Red Rock or, in the event of a total assignment or transfer, in lieu of Red Rock, have the right, in the manner and to the same extent above, to own, construct, operate, and maintain the Project. Red Rock, its successors or assigns, shall, at all times and at its sole cost and expense, maintain the Project in good condition and repair, ordinary wear and tear excepted. Red Rock's successors and assignees will be bound by all of the terms of this agreement and any referenced agreements in the maintenance and operation of the project.

13. AMENDMENTS: The terms, covenants, conditions, and provisions of this Agreement cannot be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

14. CONSTRUCTION AND INTERPRETATION: This Agreement shall be construed and interpreted without regard to the party or parties responsible for its preparation and will be deemed as prepared jointly by the Parties. In resolving any ambiguity or uncertainty relating to this Agreement, the Parties agree that no consideration or weight shall be given to the

identity of the party drafting the document.

15. COPIES: A copy of this Agreement shall have the same legal effect as the original.

16. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

17. NOTICES: Notices, requests, demands, and other communications shall be sent to the following addresses:

If to RedRock Wind Project LLC:

RedRock Wind Project LLC
c/o INVENERGY WIND DEVELOPMENT LLC
Attn: General Counsel
One South Wacker Drive
Suite 1500
Chicago, IL 60606

If to Emmet County:
Emmet County Iowa
c/o Emmet County Attorney
Emmet County Courthouse
609 1st Avenue North
Estherville, Iowa 51334
Fax: (712) 362-7454

All notices shall be in writing unless otherwise allowed by this Agreement. 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; or (iii) on the next Business Day if sent by overnight delivery service (e.g. FedEx) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via email transmission to the email addresses provided, however, that notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Settlement Agreement effective as of the date first above written.

BOARD OF SUPERVISORS OF EMMET COUNTY

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF EMMET, ss:

This record was acknowledged before me on _____, 2025 by _____, as _____ of the Board of Supervisors of Emmet County, Iowa.

_____
NOTARY PUBLIC IN AND FOR SAID STATE

REDROCK WIND PROJECT, LLC
By Invenergy LLC, its Manager

By: _____

Name: _____

Title: _____

STATE OF _____, COUNTY OF _____, ss:

This record was acknowledged before me on _____, 2025 by _____, as _____ of Invenergy, LLC, Manager of RedRock Wind Project, LLC.

_____
NOTARY PUBLIC IN AND FOR SAID STATE

Appendix 1
[Resolution]
[see next page]

RESOLUTION 2X-XX

WHEREAS, RedRock Wind Project, LLC ("Red Rock") is developing a wind energy conversion system in Emmet County, Dickinson County and Clay County, Iowa known as the Red Rock Energy Center (the "Project").

WHEREAS, on or about October 3, 2024, Red Rock applied for a Conditional Use Permit ("CUP") for the portion of the Project in Emmet County ("County") under Emmet County's Wind Energy Device ("WED") ordinance passed in 2011 (the "Ordinance").

WHEREAS, on October 15, 2024, the Board of Supervisors of Emmet County ("BOS") passed Resolution #24-29 ("Moratorium Resolution") halting the issuance of conditional use and zoning permits for WED projects and for the purpose of enacting a new ordinance to regulate WED projects. The Moratorium Resolution and any new ordinance terms expressly do not apply to Red Rock. The BOS has not revised its Ordinance as of the date of this Agreement.

WHEREAS, on November 19 and December 2, 2024, the Emmet County Board of Adjustment (the "BOA") heard public testimony and comments regarding the Red Rock CUP application (the "Application"). While the independent consultant retained by the County confirmed the Application and the Project complied with the Ordinance, the BOA denied the Application.

WHEREAS, on December 30, 2024, Red Rock filed a writ of certiorari claim against the BOA asserting that Red Rock has vested rights to develop the project under the WED ordinance and the BOA's denial was in bad faith, as well as violations of Iowa's open meetings requirements and the BOA's procedural rules (the "Litigation"). The Litigation is captioned as *Red Rock Wind Project, LLC v. Board of Adjustment of Emmet County, Iowa*, Emmet Cnty. Dist. Ct. No. CVCV023131.

WHEREAS, the BOS approved the Settlement Agreement attached hereto as Appendix A and incorporated herein on November 13, 2025 ("Settlement Agreement").

WHEREAS, on _____, the BOS filed [a pleading] in the Litigation agreeing that the district court should modify the BOA decision to issue the CUP to Red Rock without additional considerations.

WHEREAS, the court declined to modify the BOA decision to issue the CUP to Red Rock without additional conditions.

WHEREAS, the BOS does not believe a rehearing on the Application is in the best interest of the County.

WHEREAS, the BOS seeks to resolve the Litigation and establish a framework to proceed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Emmet County, Iowa that:

1. The Moratorium Resolution does not apply to the Project and the terms for the Ordinance apply to the Project and the Application.

2. Neither the BOS nor any employee or subdivision of the County will take any action to block, slow, hinder, obstruct, impede, or in any way delay any ongoing development, operations, or construction of the Project (subject to the terms of the provisions below relating to consideration of ministerial permits and approvals).

3. The threshold to establish vested rights for the Project has likely been met by Red Rock pursuant to the CUP application, the Ordinance, studies, activities, and expenditures by Red Rock to date and that will be ongoing in the future.

4. Red Rock has, through the Application and additional compromises made in the Settlement Agreement, met or exceeded the requirements of the Ordinance.

5. The Emmet County Zoning Administrator and the Emmet County Engineer are hereby directed to facilitate and ensure the timely issuance of all required permits, certificates, and approvals necessary to construct the Project. For the avoidance of any doubt:

    a. The Emmet County Zoning Administrator is hereby directed to promptly review and, if the applicable ordinance requirements are met, approve any zoning compliance permit applications for the Project, including any reasonable requests for extensions for the same.

    b. The Emmet County Engineer is hereby directed to promptly review and, if the applicable ordinance requirements are met, approve any road right-of-way crossing permit applications, utility in right-of-way permit applications, work within right-of-way permit applications, and any other permits Red Rock deems necessary for the Project, including any reasonable requests for extensions of the same.

6. Red Rock is determined to have begun construction under Ordinance for any and all zoning compliance permits for the Project upon completion of a foundation of any one wind turbine at any one zoning compliance permit site. Upon completion of one foundation of any one wind turbine generator, Red Rock will send the Zoning Administrator a certificate of completion (“Certificate of Completion”).

7. Once Red Rock has established the use under any or all zoning compliance permits for the Project, the Emmet County Zoning Administrator is directed to take no action to the contrary.

8. The Road Use Agreement attached hereto as Appendix B and hereby incorporated herein is hereby approved.

9. The Decommissioning Agreement attached hereto as Appendix C and hereby incorporated herein is hereby approved.

10. The Drainage Easement and Agreement attached hereto as Appendix D and hereby incorporated herein is hereby approved.

11. The BOS will facilitate and not unreasonably withhold approval of any joint drainage easement agreement affecting the Project.

12. This Resolution shall be deemed the final determination on the Application, as amended and supplemented by the Settlement Agreement and this Resolution.

Appendix A
[Settlement Agreement]

Appendix B

[Road Use Agreement]

Appendix C
[Decommissioning Agreement]

Appendix D

[Drainage Easement and Agreement]

Appendix 2
[Road Use Agreement]
[see next page]

RED ROCK WIND PROJECT ROAD AGREEMENT
& COLLECTION EASEMENT AGREEMENT

THIS RED ROCK WIND PROJECT ROAD AGREEMENT AND COLLECTION EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of _____, 202_ by and between the County of Emmet, 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 (MWs) 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) 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 Emmet County Right-of-Way; and

WHEREAS, the Developer has provided (or will provide) the following documents to the Emmet 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, IE: 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 the Site Layout Plan or any subsequent revisions, 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.

(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"** ("**Emmet County Drive & Entrance Permit 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 for truck navigation in connection with the construction of the Project, such modifications shall be subject to the reasonable approval of the County Engineer, and shall be removed inside the existing County Road rights-of-way after construction unless the County Engineer specifically requests that such widening 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 truck 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. 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 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.

(4) 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.

(5) 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.

(6) 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 Manual on Uniform Traffic Control Devices issued by FHWA, current edition.

(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 Manual on Uniform Traffic Control Devices issued by FHWA (current edition) at its expense.

(v) Road and intersection closures shall be marked and signed in accordance with the Manual on Uniform Traffic Control Devices issued by FHWA (current edition) 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 thereunder, 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 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 pending the remediation of the hazard within forty-eight (48) hours).

(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 acknowledges and agrees that it is has waived all notice, information and documents required under this Section 2, for work related to Developer performing grading work on the parcel upon which the Project's substation will be constructed, as shown in the Site Layout Plan.

(jj) 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 undertake the Pre-Construction Survey prior to the commencement of construction of the Project. 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. After review of the Pre-Construction Survey, Developer and the County Engineer hereby agree to commission an additional independent roadway survey if the County Engineer, exercising reasonable judgment, agrees that such a survey shall be necessary. Developer and the County Engineer agree that the requirement of an Pre-Construction Survey, and notice of such, is waived in relation to the Developer performing grading work on the parcel upon which the Project's substation will be constructed, as shown in the Site Layout Plan.

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 bottom of 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 date of completion of the Project. 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. Tile lines that can be shown to be damaged by Developer utility installation shall be repaired by Developer at their expense beyond the 12 month Maintenance Period.

(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 Letter of Credit shall be adjusted to provide security for the Maintenance Period as provided for in Section 7 of the Agreement.

(i) 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.

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 not be required to be in place for ancillary construction associated with the project, specifically grading work on the parcel upon which the Project's substation will be constructed, as shown in the Site Layout Plan.

(c) 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.

(d) The Financial Instrument shall not be less than Three Hundred Thousand ($300,000).

(e) 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.

(f) 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.

(g) A reduction in the Financial Instrument shall not amount to acceptance by the County Engineer of improvements or repairs to County Roads by Developer.

(h) 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.

(i) 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.

(j) 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.

(k) 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; or (iii) 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 facsimile transmission to a facsimile number provided, however, notice sent via facsimile transmission shall be followed 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 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

Emmet County Attorney's Office

Attn: Melanie Summers Bauler
609 1st Avenue North, Ste. #1
Estherville, IA 51334
Telephone: 712-362-2229
Facsimile: 712-362-2650
Email: MBauler@EmmetCounty.Iowa.gov

Emmet County Engineer's Office
Attn: Walter Davis-Oeth, P.E.
609 1st Avenue North
Ste. #4
Estherville, IA 51334
Telephone: 712-362-4846
Email: Davis-Oeth32@Emmetcounty.Iowa.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, Emmet 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 Emmet 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 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.

EMMET COUNTY

By: _____
Name: _____
Title: _____

REDROCK WIND PROJECT, LLC

By: _____
Name: _____
Title: _____

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

TO BE INSERTED BY DEVELOPER

EXHIBIT "D"

EMMET COUNTY DRIVE & ENTRANCE APPLICATION

TO BE INSERTED BY DEVELOPER

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 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 Emmet 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 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 _____, 2023.

_____
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 Emmet County, (the "**County**") and RedRock Wind Project, LLC ("**Red Rock Wind**") concerning use of county roads located within Emmet County and affecting real estate in the following sections of Emmet County:

Sections: TO BE INSERTED

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

By: _____
Name: _____
Date: _____, 202__ Title: _____

Emmet County

By: _____
Name: _____
Date: _____, 201__ Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 202__, _____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 _____, 202__ by _____as _____ of Emmet County, Iowa.

Name: _____
STAMP _____Notarial Officer
My Commission Expires: _____

Appendix 3
[Decommissioning Agreement]
[see next page]

Red Rock Wind Decommissioning Plan

1. Introduction

RedRock Wind Project, LLC ("Red Rock Wind"), submits this Decommissioning Plan ("Plan") for the Commercial Wind Energy Device ("WED") project known as the Red Rock Wind Energy Center ("Project"). The Project will be located on privately-owned land in Emmet, Dickinson, and Clay Counties, Iowa.

The Project will have a nameplate capacity of up to 300 megawatts ("MW") at the point of interconnection and include the following facilities ("Project Facilities"):

- Up to 86 wind turbines;
- Electrical collection and supervisory control and data acquisition ("SCADA") systems;
- A 34.5 kV to 345 kV collector substation ("Collector Substation");
- An interconnection switchyard ("Interconnection Switchyard");
- An operations and maintenance facility ("O&M Facility");
- Access roads;
- Up to two meteorological ("MET") towers;
- Up to two aircraft detection lighting system ("ADLS") towers; and
- Temporary construction areas, including crane paths, public road improvements, general construction laydown yards, staging areas, and a concrete batch plant, as needed.

Only a portion of the proposed Project is anticipated to be located in Emmet County ("County). The preliminary Project layout identifying the Project Facilities to be located in the County is provided as Appendix A to the Conditional Use Permit Application.

This Plan has been prepared in response to Section 16.10 of the Emmet County Zoning Ordinance ("Ordinance") and is intended to address decommissioning of Project Facilities located in the County. In the event of abandonment or discontinued use of one or more WEDs within the County, Red Rock Wind will be responsible for dismantling the same and restoring the property consistent with this Plan and existing lease and easement agreements with participating landowners ("Agreements"). The purpose of this Plan is to outline the anticipated means of removing WEDs and methods of returning property to its original use.

2. Site Characteristics

Land use of the Project area is currently primarily agricultural use. After the WEDs are decommissioned, the disturbed areas will be regraded, and topsoil will be restored and seeded with vegetative cover consistent with the Agreements.

3. Schedule

The useful life of a turbine is approximately 40 years. At the end of a turbine's useful life, it will either be decommissioned or repowered with newer technology. In the event of discontinued use of all WEDs within the Project, the Project will be fully decommissioned. This Plan reflects the

process for decommissioning an individual WED as well as full decommissioning of the Project, including removal of all WEDs consistent with the Agreements, as further described below.

A WED shall be considered a discontinued use or abandoned after one year without energy production ("Discontinued Date"). A WED shall be removed within one year of the Discontinued Date. Decommissioning of one or more individual WEDs will not trigger decommissioning for the remaining WEDs in the Project that are still producing electricity.

4. Decommissioning Process

Decommissioning of the Project will include the following phases and activities, as applicable:

- Application of necessary sediment and erosion controls during and following decommissioning activities.
- Public road modifications (if required) and access road improvements to accommodate heavy equipment traffic during decommissioning.
- Removal of aboveground Project Facilities for either salvage or resale.
- Removal of underground Project Facilities in accordance with this Plan and the Agreements.
- Decompaction, reclamation, re-grading, and restoration of disturbed areas including topsoil reapplication.
- Repair and/or restoration of public roads and drainage systems to pre-decommissioning conditions, or better, in accordance with Section 16.9 of the Ordinance and any final road agreement entered into by Red Rock Wind and the County.

During decommissioning, landowners will be consulted to identify the extent and type of work to be completed and their preferences regarding various decommissioning and restoration activities, consistent with the Agreements. With the exception of access roads that may be left in place at the request of the applicable landowner(s), Red Rock Wind will remove Project Facilities in the County to a depth of four feet below ground surface.

Decommissioning will include the removal and transportation of all WEDs from the Project area. Decommissioning will also include the removal of other Project Facilities in the manner described herein, unless otherwise agreed upon by Red Rock Wind and the applicable landowner(s). All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing federal, state, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the extent practicable.

4.1 Decommissioning of Project Facilities

4.1.1 Public Road Improvement and Access Road Modifications and Removal

Consistent with the final road agreement, prior to the start of hauling operations for decommissioning, Red Rock Wind will facilitate improvements to any sections of public roads determined to have insufficient strength to accommodate the construction traffic necessary for decommissioning. A pre-decommissioning road survey, similar to a pre-construction survey, will be prepared to accurately assess road conditions pre- and post-decommissioning. After decommissioning, any roads damaged by decommissioning traffic will be restored to a condition

equal to or better than the condition of the road prior to decommissioning activities, consistent with the final road agreement.

4.1.2 Crane Path Preparation and Removal

To facilitate the movement of the large industrial cranes used to disassemble the turbines, crane paths will be required between the turbine locations. Some access roads may be temporarily widened from their operational width to approximately 40 feet wide to accommodate crane travel during decommissioning. Preparations include compaction of the native soils and construction of temporary road crossings, crane mat crossings, low water crossings, and/or temporary culverts to cross streams, consistent with applicable permits. Following disassembly and removal of turbines, the temporary crossings will be removed, and the crossing areas will be restored to pre-decommissioning conditions. The soil on the crane paths will be decompacted and restored to a tillable condition.

4.1.3 Crane Pad Preparation, Removal, and Restoration

A temporary crane pad will be prepared at each turbine location to be used during dismantling of the turbines. After removal of all turbine components, the crane pad area will be removed by excavating any granular materials placed during the initial construction of the crane pad. Disturbed areas will be restored to pre-construction condition by re-grading the area, reapplying topsoil, and decompacting the subsoil and topsoil.

4.1.4 Turbine Removal

Each turbine consists of steel tower segments, a nacelle, a rotor and hub assembly, and blades. The turbine disassembly will be accomplished using large industrial cranes. Alternative industry best practices such as felling of the turbines may also be considered at the time of decommissioning. The components will be processed on-site into sizes which conform to transport and recycling requirements. The materials can then be sold for scrap material value and recycled. The tower sections, in particular, represent a substantial amount of high-quality steel materials. The processed scrap materials will be loaded on tractor-trailers and transported from the Project area to a prearranged receiving location or directly to a recycling or disposal facility. Turbine blades will be cut to a size that can be transported on standard hauling trucks and transported to an appropriate recycling facility or disposal site.

4.1.5 Turbine Foundation Removal and Restoration

The turbine foundations are constructed from concrete and rebar. Little topsoil stripping will be required since the portion of the foundation above the removal depth will typically be within the gravel ring around each turbine. The foundation will first be exposed using backhoes or other earth moving equipment. The pedestal (upper part of the turbine foundation) will then be removed below grade to at least the removal depth using hydraulic vibratory hammers to break up the concrete. The rebar can be cut with torches or cutoff saws. The concrete will be broken into pieces for transport. The foundation debris and rebar will be hauled off site to be recycled or disposed of.

Following removal of the turbine foundation, the area will be backfilled with native subsoils and compacted to at least 90% of the fill material’s standard Proctor density. Topsoil will be

reapplied to the site and graded to match the surrounding grade and to preserve existing drainage patterns. The topsoil and subsoil will be decompacted to a minimum depth of 18 inches and revegetated to match pre-construction conditions, consistent with landowner preferences.

4.1.6 Access Roads

Removal of access roads will entail removal of the road base aggregate. During removal, the topsoil adjacent to both sides of the roads will be stripped and stockpiled in a windrow paralleling the road. On-site processing may allow much of the aggregate to be re-used to improve public roads or for other useful purposes such as daily cover at a landfill. The aggregate base may also be used by local landowners for driveways or clean fill. Any aggregate or road base materials that cannot be reused locally will be removed by bulldozers, wheeled loaders, or backhoes and hauled off site in dump trucks to be recycled or disposed of. The access road removal will proceed from the turbine area to the public roads to limit tracking and provide stable access during removal. Following removal, topsoil will be reapplied and graded to blend with surrounding contours to preserve existing drainage patterns, consistent with applicable landowner preferences. Topsoil to cover the access roads, turbine rings, and meteorological tower rings (if constructed) will be redistributed from the surrounding areas. The soil and topsoil will then be decompacted to a minimum depth of 18 inches and restored to pre-construction tillable conditions or revegetated, consistent with landowner preferences.

4.1.7 Electrical Collection and Supervisory Control and Data Acquisition System

The electrical cables and fiber optic conduits contain no material known to be harmful to the environment. To minimize land disturbance and associated land use impacts to future land use such lines will be left in place, disconnected and non-functional, below the removal depth. Any cables at a depth of less than the removal depth, such as cables entering and exiting the turbine foundations or junction boxes will be removed. Following any necessary removal, the area affected will be restored by reapplication of topsoil to match the surrounding grade and preserve existing drainage patterns. The topsoil and subsoil will be decompacted to a minimum depth of 18 inches and restored to pre-construction tillable conditions or revegetated, consistent with landowner preferences.

4.2 Reclamation

In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment or activity during the decommissioning process will be decompacted to a depth of up to 18 inches as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All miscellaneous materials and debris associated with Project decommissioning but not otherwise addressed in this Plan will be removed and properly recycled or disposed of at off-site facilities.

Preservation of topsoil is important for re-establishing vegetation in areas disturbed by decommissioning. As necessary, topsoil will be stripped and isolated prior to other decommissioning activities, and reapplied after activities are complete to maintain soil quality for future land use activities. The topsoil will be reapplied following backfill, as necessary, and graded to blend with adjacent contours to preserve existing drainage patterns.

Areas intended for agricultural crop use shall be re-tilled to a farmable condition, consistent landowner preferences. In areas not intended for crop use, the topsoil will be revegetated using seed mixes that satisfy the requirements of the local Farm Service Agency, Soil and Water Conservation District, Natural Resource Conservation Service, or other state agency, as applicable. The selected seed mix will be suitable for the site's annual precipitation and elevation. Temporary erosion protection such as nurse crop (annual grass to aid in establishment of permanent species), mulch, hydromulch, or erosion control blanket may be applied in accordance with the requirements of the Project's Stormwater Pollution Prevention Plan(s) ("SWPPP") until permanent vegetation has been established.

4.3 Permitting

All decommissioning and reclamation activities will comply with federal, state, and local permitting requirements. Required permits will be obtained prior to beginning the associated decommissioning activities. For example, decommissioning activities that will disturb more than one acre of soil may require coverage under the state-specific National Pollution Discharge Elimination System ("NPDES") permit for construction stormwater. If applicable, a SWPPP will be developed prior to filing for NPDES permit coverage.

If necessary for decommissioning activities, wetlands and waterway permits will be obtained from the United States Army Corps of Engineers ("USACE") or the Iowa Department of Natural Resources ("IDNR"). A Spill Prevention, Control, and Countermeasures ("SPCC") Plan for decommissioning will likely also be required for decommissioning work.

5. Restoration Security

To assure the County of Red Rock Wind's performance of its obligations under this Plan, Red Rock Wind shall obtain and provide to the County (1) financial assurance in the form of a letter of credit, bond, escrow funds, trust, parental guarantee, or any other means of security acceptable to the County or (2) documentation demonstrating that the Project is owned by a public utility regulated by the Iowa Utilities Board ("Restoration Security").

Unless the Project is owned by a public utility, Restoration Security shall be provided in the form of a financial assurance in an amount equal to the estimated cost of decommissioning the WEDs in the County for which no decommissioning security has been provided to landowners, accounting for estimated salvage and resale values, as determined by a third-party engineer licensed in the State of Iowa and retained by Red Rock Wind. In the alternative, because public utilities are extensively regulated by the Iowa Utilities Board to ensure the protection of the public interest and reliable electricity service throughout the state, including through the setting of rates assuring them guaranteed rates of return on their investments, Restoration Security may be provided in the form of documentation demonstrating public utility ownership of the Project.

Restoration Security required under this Plan shall be provided to the County on or before the date the Project begins generating electricity. Fifteen years from that date and every five years thereafter, unless the Project is owned by a public utility, Red Rock Wind shall provide an updated financial assurance to the County in an amount determined as described above less any financial assurance provided to landowners pursuant to the Wind Agreements for which

documentation is provided to the County. Upon the completion of decommissioning the Project in accordance with this Plan, or upon the submission of documentation demonstrating that ownership of the Project has transferred to a public utility, all financial assurance provided to the County shall be released and returned to Red Rock Wind.

A DECOMMISSIONING COST ESTIMATE FOR

Red Rock Wind Energy Center

Clay, Dickinson, and Emmet Counties, Iowa

AUGUST 26, 2024

PREPARED FOR:

REDROCK WIND PROJECT, LLC

PREPARED BY:

Westwood

Westwood

Decommissioning Cost Estimate

REDROCK WIND PROJECT, LLC

Clay, Dickinson, and Emmet Counties, Iowa

Prepared for:

REDROCK WIND PROJECT, LLC
1 S Wacker Drive, Suite 1800
Chicago, IL 60606

Prepared by:

Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150

Project Number: 0034752.00
Date: August 26, 2024

Clay County Portion of The Red Rock Wind Energy Center Decommissioning Cost Estimate				
	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	$65,000.00	$65,000
Permitting				
County/Municipal Permits	1	Lump Sum	$10,000.00	$10,000
State Permits (SWPPP, SPCC)	1	Lump Sum	$25,000.00	$25,000
Subtotal Permits				$35,000
Permits for Clay County (Divided with Dickinson and Emmet County)				**$11,667**
Electrical Collection/Transmission System				
Removal of Underground Collector System Cables	377,719	Linear Feet	$0.36	$135,979
Haul Underground Collector System Cables	2,606	Tons	$6.23	$16,235
Disposal of Removed Cables (See Salvage Value)	850	Tons	$0.00	$0
Removal of Junction Box	3	Each	$100.00	$300
Erosion and Sediment Control for Cable Removal	18,886	Feet	$3.94	$74,411
Topsoil and Revegetation at Removed Cable Locations	26	Acres	$1,488.30	$38,696
Erosion and Sediment Control at Junction Box Location	120	Feet	$3.94	$473
Topsoil and Revegetation at Junction Box Locations	0.03	Acres	$1,488.30	$45
Subtotal Electrical Collection/Transmission System				**$266,138**
Substation				
Disassembly and Removal of Main Power Transformer(s)	2	Each	$4,500.00	$9,000
Freight Transformer(s) Offsite	2	Each	$560.82	$1,122
Disposal of Transformer (Including Oil; Assume Salvage Value)	2	Each	$0.00	$0
Excavate Around Transformer Foundation(s)	2	Each	$1,548.94	$3,098
Remove Complete Transformer Foundation(s)	2	Each	$11,056.08	$22,112
Backfill Excavation Area from Transformer Foundation Removal	2	Each	$246.85	$494
Haul Concrete (Transformer, Switch Gear, etc. Foundations)	340	Tons	$6.65	$2,261
Disposal of Concrete from Transformer Foundation	340	Tons	$56.00	$19,051
Demolish Substation Site Improvements (fences, etc.)	1	Lump Sum	$3,500.00	$3,500
Demolish Control Building and Foundation	1	Lump Sum	$12,000.00	$12,000
Remove Medium/High Voltage Equipment	1	Lump Sum	$3,500.00	$3,500
Remove Structural Steel Substation Frame	1	Lump Sum	$3,500.00	$3,500
Haul - Demolition Materials, Removed Equipment & Structural Steel	1	Lump Sum	$1,246.27	$1,246
Disposal of Demolition Materials, Removed Equipment and Structural Steel (Salvage	1	Lump Sum	$0.00	$0
Remove and Load Gravel Surfacing from Substation Site	2,303	Cubic Yards	$2.70	$6,224
Haul Gravel Removed from Substation Site	3,731	Tons	$6.65	$24,799
Disposal of Gravel from Substation Site	3,731	Tons	$0.00	$0
Decompact Substation Site	2.9	Acre	$222.97	$647
Grade Substation Site	2.9	Acre	$4,019.24	$11,656
Erosion and Sediment Control at Substation Site	1,068	Linear Feet	$3.94	$4,208
Topsoil and Revegetation at Substation Site	2.9	Acre	$1,488.30	$4,316
Subtotal Substation				**$132,733**
O&M Building - Estimate Assumes Building Will be Resold				
Public Roads Restoration	12	Miles	$44,000.00	$528,000
Total Direct Costs				**$1,003,538**
Contingency (10%)	10%	Percent		$100,354
Total Cost				**$1,103,892**
Salvage/Recycle				
Substation (Structural Steel)	10	Tons	$247.50	$2,475
Aluminum Electrical Conductor (Supported)	1,700,000	Pounds	$0.22	$365,500
Transformers (copper windings)	18000	Pounds	$0.32	$5,670
Transformers (oil)	30000	Gallons	$0.70	$21,000
Subtotal Salvage				**$394,645**
Total Demolition Minus Resale and Salvage Value				**$709,247**

Dickinson County Portion of The Red Rock Wind Energy Center	Decommissioning Cost Estimate			
Number of Turbines	49	Each		
	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	$672,000.00	$672,000
Permitting				
County/Municipal Permits	1	Lump Sum	$10,000.00	$10,000
State Permits (SWPPP, SPCC)	1	Lump Sum	$25,000.00	$25,000
Subtotal Permits				$35,000
Permits for Dickinson County (Divided with Clay and Emmet County)				**$11,667**
Wind Turbine Generators				
Disconnect Turbine Wiring	49	Each	$3,060.80	$149,979
Dismantle Turbine Tower, Hub, and Blades	49	Each	$18,366.51	$899,959
Process to Size and Load Turbine Components	19,851	Tons	$124.30	$2,467,479
Haul Turbine Components Offsite for Recycling (except blades)	18,271	Tons	$7.27	$132,830
Haul Turbine Components For Disposal (except blades)	3,242	Tons	$3.95	$12,806
Turbine Component Disposal (except blades)	3,242	Tons	$56.00	$181,552
Haul Fiberglass Blades For Recycling	1,580	Tons	$54.01	$85,336
Fiberglass Blades Recycling	1,580	Tons	$550.00	$869,000
Excavate Around Turbine Foundation	49	Each	$16.27	$797
Remove Turbine Foundation and Load	2,058	Cubic Yards	$151.36	$311,499
Backfill Excavation Area from Turbine Foundation Removal	49	Each	$166.25	$8,146
Haul Concrete (Turbine Foundation)	4,167	Tons	$3.95	$16,460
Disposal of Concrete from Turbine Foundation	2,058	Cubic Yards	$56.00	$115,248
Decompact Wind Turbine Generator Site	49	Each	$160.81	$7,880
Grade Wind Turbine Generator Site	49	Each	$2,498.88	$122,445
Erosion and Sediment Control at Turbine/Transformer Site	49	Each	$1,237.79	$60,652
Topsoil and Revegetation at Turbine/Transformer Sites	49	Each	$1,073.38	$52,596
Till to Farmable Condition	35	Acres	$177.52	$6,213
Subtotal Wind Turbine Generators				**$5,500,877**
Met/ADLS Towers				
Disconnect Tower Wiring	2	Each	$1,530.40	$3,061
Dismantle, Disassemble, and Load Tower Components	2	Each	$5,208.79	$10,418
Haul Tower Components Off Site	8.0	Tons	$7.27	$58
Excavate Around Tower Foundation	2	Each	$7.77	$16
Remove Tower Foundation and Load	9.3	Cubic Yards	$151.36	$1,408
Haul Concrete (Tower Foundation)	0.7	Tons	$3.95	$3
Disposal of Concrete from Tower	0.7	Tons	$56.00	$39
Grade Tower Site	2	Each	$1,374.17	$2,748
Erosion and Sediment Control at Tower Site	2	Each	$394.00	$788
Topsoil and Revegetation at Tower Site	0.1	Acre	$1,488.30	$149
Subtotal Met/ADLS Towers				**$18,687**
Electrical Collection/Transmission System				
Removal of Underground Collector System Cables	416,581	Linear Feet	$0.36	$149,969
Haul Underground Collector System Cables	2,878	Tons	$7.27	$20,923
Disposal of Removed Cables (See Salvage Value)	939	Tons	$0.00	$0
Removal of Junction Box	7	Each	$100.00	$700
Erosion and Sediment Control for Cable Removal	20,829	Feet	$3.94	$82,066
Topsoil and Revegetation at Removed Cable Locations	29	Acres	$1,488.30	$43,161
Erosion and Sediment Control at Junction Box Location	280	Feet	$3.94	$1,103
Topsoil and Revegetation at Junction Box Locations	0.1	Acres	$1,488.30	$149
Subtotal Electrical Collection/Transmission System				**$298,071**

Access Roads				
Remove and Load Gravel Surfacing from Access Roads	27,167	Cubic Yards	$2.70	$73,351
Haul Gravel Removed from Access Roads	44,011	Tons	$3.95	$173,843
Disposal of Gravel Removed from Access Roads	44,011	Tons	$0.00	$0
Remove and Load Geotextile Fabric	152,816	Square Yards	$0.91	$139,063
Haul Geotextile Fabric	34	Tons	$3.95	$134
Dispose of Geotextile Fabric	34	Tons	$56.00	$1,904
Remove and Load Culvert from Beneath Access Roads	20	Each	$448.00	$8,960
Haul Culvert Removed from Access Roads	6	Tons	$3.95	$24
Disposal of Culverts	6	Tons	$56.00	$336
Remove Low Water Crossing from Access Roads	20	Each	$3,400.00	$68,000
Haul Low Water Crossing Materials Removed from Access Roads	20	Each	$3.95	$79
Disposal of Low Water Crossing Materials	20	Each	$112.00	$2,240
Decompact Access Road Corridor	68,767	Linear Feet	$0.08	$5,501
Grade Access Road Corridor	68,767	Linear Feet	$1.48	$101,775
Erosion and Sediment Control Along Access Roads	51,575	Linear Feet	$3.94	$203,206
Topsoil and Revegetation on Removed Access Road Area	38	Acres	$1,488.30	$56,555
Subtotal Access Roads				**$834,971**
Crane Paths and Pads				
Installation and Removal of Low Water Crossing (Crane Mats)	20	Each	$3,400.00	$68,000
Haul Low Water Crossing Materials Removed from Path	20	Each	$200.00	$4,000
Decompaction of Crane Paths and Pads	64,680	Linear Feet	$0.20	$13,243
Erosion and Sediment Control Along Crane Path	64,680	Linear Feet	$3.94	$254,839
Restoration of Decompacted Crane Paths and Pads	63.9	Acres	$1,488.30	$95,102
Subtotal Crane Paths				**$435,184**
Public Roads Restoration	57	Miles	$44,000.00	$2,508,000
Total Direct Costs				**$10,279,457**
Contingency (10%)	10%	Percent		$1,027,946
Crop Loss for Crane Paths (63.9 Acres)	63.9	Acres	$1,300.00	$83,070
Total Cost				**$11,390,473**
Salvage/Recycle				
Turbine Towers (Structural Steel)	12802	Tons	$247.50	$3,168,495
Turbine Nacelles (Structural Steel)	3242	Tons	$247.50	$802,395
Met Towers (Structural Steel)	7.6	Tons	$247.50	$1,881
Turbine Generators	1,169,629	Pounds	$0.22	$251,470
Aluminum Electrical Conductor (Supported)	1,878,000	Pounds	$0.22	$403,770
Subtotal Salvage				**$4,628,011**
Total Demolition Minus Resale and Salvage Value				**$6,762,461**

Emmet County Portion of The Red Rock Wind Energy Center	Decommissioning Cost Estimate			
Number of Turbines	18	Each		
	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	$235,000.00	$235,000
Permitting				
County/Municipal Permits	1	Lump Sum	$10,000.00	$10,000
State Permits (SWPPP, SPCC)	1	Lump Sum	$25,000.00	$25,000
Subtotal Permits				$35,000
Permits for Emmet County (Divided with Clay and Dickinson County)				**$11,667**
Wind Turbine Generators				
Disconnect Turbine Wiring	18	Each	$3,060.80	$55,094
Dismantle Turbine Tower, Hub, and Blades	18	Each	$18,366.51	$330,597
Process to Size and Load Turbine Components	7,292	Tons	$124.30	$906,396
Haul Turbine Components Offsite for Recycling (except blades)	6,711	Tons	$9.14	$61,339
Haul Turbine Components For Disposal (except blades)	1,191	Tons	$5.61	$6,682
Turbine Component Disposal (except blades)	1,191	Tons	$56.00	$66,696
Haul Fiberglass Blades For Disposal	581	Tons	$52.55	$30,532
Fiberglass Blades Recycling	581	Tons	$550.00	$319,550
Excavate Around Turbine Foundation	18	Each	$16.27	$293
Remove Turbine Foundation and Load	756	Cubic Yards	$151.36	$114,428
Backfill Excavation Area from Turbine Foundation Removal	18	Each	$166.25	$2,993
Haul Concrete (Turbine Foundation)	1,531	Tons	$5.61	$8,589
Disposal of Concrete from Turbine Foundation	756	Cubic Yards	$56.00	$42,336
Decompact Wind Turbine Generator Site	18	Each	$160.81	$2,895
Grade Wind Turbine Generator Site	18	Each	$2,498.88	$44,980
Erosion and Sediment Control at Turbine/Transformer Site	18	Each	$1,237.79	$22,280
Topsoil and Revegetation at Turbine/Transformer Sites	18	Each	$1,073.38	$19,321
Till to Farmable Condition	13.0	Acres	$177.52	$2,308
Subtotal Wind Turbine Generators				**$2,037,306**
Met/ADLS Towers				
Disconnect Tower Wiring	1	Each	$1,530.40	$1,530
Dismantle, Disassemble, and Load Tower Components	1	Each	$5,208.79	$5,209
Haul Tower Components Off Site	4.0	Tons	$9.14	$37
Excavate Around Tower Foundation	1	Each	$7.77	$8
Remove Tower Foundation and Load	4.6	Cubic Yards	$151.36	$696
Haul Concrete (Tower Foundation)	0.3	Tons	$5.61	$2
Disposal of Concrete from Tower	0.3	Tons	$56.00	$17
Grade Tower Site	1	Each	$1,374.17	$1,374
Erosion and Sediment Control at Tower Site	1	Each	$394.00	$394
Topsoil and Revegetation at Tower Site	0.1	Acre	$1,488.30	$149
Subtotal Met/ADLS Towers				**$9,415**
Electrical Collection/Transmission System				
Removal of Underground Collector System Cables	183,256	Linear Feet	$0.36	$65,972
Haul Underground Collector System Cables	1,266	Tons	$9.14	$11,571
Disposal of Removed Cables (See Salvage Value)	413	Tons	$0.00	$0
Removal of Junction Box	4	Each	$100.00	$400
Erosion and Sediment Control for Cable Removal	9,163	Feet	$3.94	$36,101
Topsoil and Revegetation at Removed Cable Locations	12.6	Acres	$1,488.30	$18,753
Erosion and Sediment Control at Junction Box Location	160	Feet	$3.94	$630
Topsoil and Revegetation at Junction Box Locations	0.04	Acres	$1,488.30	$60
Subtotal Electrical Collection/Transmission System				**$133,487**

Access Roads				
Remove and Load Gravel Surfacing from Access Roads	10,976	Cubic Yards	$2.70	$29,635
Haul Gravel Removed from Access Roads	17,782	Tons	$5.61	$99,757
Disposal of Gravel Removed from Access Roads	17,782	Tons	$0.00	$0
Remove and Load Geotextile Fabric	61,742	Square Yards	$0.91	$56,185
Haul Geotextile Fabric	14	Tons	$5.61	$79
Dispose of Geotextile Fabric	14	Tons	$56.00	$784
Remove and Load Culvert from Beneath Access Roads	10	Each	$448.00	$4,480
Haul Culvert Removed from Access Roads	3	Tons	$5.61	$17
Disposal of Culverts	3	Tons	$56.00	$168
Remove Low Water Crossing from Access Roads	7	Each	$3,400.00	$23,800
Haul Low Water Crossing Materials Removed from Access Roads	7	Each	$5.61	$39
Disposal of Low Water Crossing Materials	7	Each	$112.00	$784
Decompact Access Road Corridor	27,784	Linear Feet	$0.08	$2,223
Grade Access Road Corridor	27,784	Linear Feet	$1.48	$41,120
Erosion and Sediment Control Along Access Roads	20,838	Linear Feet	$3.94	$82,102
Topsoil and Revegetation on Removed Access Road Area	15.3	Acres	$1,488.30	$22,771
Subtotal Access Roads				**$363,944**
Crane Paths and Pads				
Installation and Removal of Low Water Crossing (Crane Mats)	7	Each	$5,000.00	$35,000
Haul Low Water Crossing Materials Removed from Path	7	Each	$5.61	$39
Decompaction of Crane Path	23,760	Linear Feet	$0.06	$1,459
Erosion and Sediment Control Along Crane Path	23,760	Linear Feet	$3.94	$93,614
Revegetation or Farm Field Restoration on Decompacted Crane Path	23.5	Acres	$1,488.30	$34,975
Subtotal Crane Paths				**$165,088**
Public Roads Restoration	14	Miles	$44,000.00	$616,000
Total Direct Costs				**$3,606,255**
Contingency (10%)	10%	Percent		$360,626
Crop Loss (23.5 Acres)	23.5	Acres	$1,300.00	$30,550
Total Cost				**$3,997,431**
Salvage/Recycle				
Turbine Towers (Structural Steel)	4703	Tons	$247.50	$1,163,993
Turbine Nacelles (Structural Steel)	1191	Tons	$247.50	$294,773
Turbine Generators	429660	Pounds	$0.22	$92,377
Aluminum Electrical Conductor (Supported)	826,000	Pounds	$0.22	$177,590
Subtotal Salvage				**$1,729,678**
Total Demolition Minus Resale and Salvage Value				**$2,267,753**

Wind Decommissioning - Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the Red Rock Wind Energy Center, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs, and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on Red Rock Wind Energy Center Layout, dated August 13, 2024.
2. Unit pricing obtained from RS Means for the Spencer, Iowa area for August 2024.
3. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
4. Mobilization was estimated at approximately 7% of total cost of other items.
5. Permit applications will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
6. The selected disposal facility (WM – Dickinson County Landfill) is located in Spirit Lake, Iowa, approximately 7 miles from the project site. Hauling costs to the landfill are estimated to be $56.00 per ton.
7. The selected metal recycling facility (Shine Bros Corporation) is located in Spencer, Iowa, approximately 20 miles from the project site. Hauling costs to the recycling facility are approximately $0.29 per ton mile, or $5.89 per ton.
8. Wind turbines will be dismantled piece by piece using large-scale cranes.
9. Fiberglass blades will be hauled for recycling at REGENFiber recycling plant located in Fairfax, Iowa.
10. Subsurface turbine components will be removed to a depth of 4 feet below ground surface. This will include removal of the turbine pedestal.
11. Medium voltage AC collection lines comprise 3-phase aluminum cables plus an aluminum grounding conductor and fiber optic cable. The underground collector system cables are placed in trenches with a minimum of 18 inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
12. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as “daily cover” at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.

13. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
14. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as $222.97 per acre and tilling to an agriculture-ready condition is estimated as $177.52 per acre.
15. Metal salvage prices (steel, aluminum, copper) are based on August 2024 quotes from www.scrapmonster.com for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
16. A reduction of 25% has been taken from all pricing obtained from www.scrapmonster.com to reflect the processing by the contractor to meet the specifications.
17. The salvage value for steel uses pricing from the Midwest United States at $330 per metric ton, or $299.37 for U.S. ton.
18. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #1 insulated copper wire with an 85% recovery rate ($1.56 /pound) and E.C. Aluminum Wire ($1.12 /pound).
19. Care to prevent damage and breakage of equipment must be exercised, but removal assumes unskilled common labor under supervision.

Appendix 4
[Drainage Easement and Agreement]
[see next page]

REDROCK WIND PROJECT DRAINAGE AGREEMENT
& COLLECTION EASEMENT AGREEMENT

THIS REDROCK WIND PROJECT DRAINAGE AGREEMENT AND COLLECTION EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of _____, 202_ ("**Effective Date**"), by and between RedRock Wind Project, LLC, a Delaware limited liability company ("**Developer**"), with offices at One South Wacker Drive, Suite 1500, Chicago, Illinois 60606, and the Board of Supervisors of Emmet County, Iowa ("**Board**"). Developer and the Board may be referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

1. The Board, as trustees of Drainage District #__ in Emmet County established pursuant to Iowa Code section 468.1 (the "**Drainage District**"), is responsible for ensuring that drains and drainage infrastructure, including drainage tiles and drainage ditches, within the Drainage District's rights-of-way within the Project boundary ("**Affected Drains**") are not damaged or otherwise negatively affected by Project construction; and

2. Developer has been developing a wind-powered electric generating facility with a planned nameplate capacity of up to 300 MW located in Emmet, Dickinson, and Clay Counties, Iowa (the "**Project**"); and

3. As part of the Project, Developer intends to construct collector lines ("**Collector Lines**") on, over, across, or beneath Affected Drains, as permitted under Iowa Code § 468.186, to transport energy generated from the Project's solar arrays to the Project substation; and

4. Iowa Code § 468.186 authorizes the Board to grant an easement to cross the Affected Drains;

5. In connection with the Project, it may 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, transport heavy equipment and materials over certain Affected Drains and to transport certain locally sourced materials, such as concrete and gravel, over certain Affected Drains at the Project's sole expense (**"Construction Activities"**); and

6. Developer has provided the Board with a preliminary map showing the proposed location of Project infrastructure, including the Collector Lines, within the Drainage District, attached hereto as Exhibit A; and

7. The Parties believe it is in their best interests to memorialize their respective rights, obligations, and responsibilities with respect to, among other things, the protection and restoration of the Affected Drains during the construction and operation of the Project.

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

1. Grant of Easement. The Board hereby grants Developer a Drainage Easement to allow for the construction and operation of the Collector Lines on, over, across, or beneath the Affected Drains.

2. Pre-Construction Identification of Crossings. Within thirty (30) days of the execution of this Agreement, the Board shall provide the Developer access to all maps or other files related to the Affected Drains and consult with Developer as to any concerns with the proposed location of the Collector Line crossing as shown Exhibit A. Parties agree to work in good faith to address any conflicts with present or proposed Affected Drains, however both Parties acknowledge that it may not be possible to relocate a Collector Line in every instance. Developer may, as necessary, amend Exhibit A by submitting an amended Exhibit A to the Board.

3. Developer's Repair Obligation. The Developer shall pay all costs of any reconstruction, relocation, modification, or reinstallation of the Affected Drains which may be necessary as a direct result of construction, operation, or repair of the Project. Developer agrees to, at its sole expense, reasonably promptly repair any damage to Affected Drains directly resulting from construction or operation of the Project and restore the Affected Drains as near as practicable to their pre-construction condition.

4. Maintenance of Project and Affected Drains. After construction of the Project has been completed in accordance with all conditions under which the easement is granted, the Board shall maintain the Affected Drains at their own expense, and the Developer, or the Developer's successor(s) in interest, shall maintain the Project at the Developer's or successor's own expense. If the Board subsequently undertakes any maintenance, improvement, or reconstruction of the Affected Drains which requires the modification, relocation, or reconstruction of the Collector Lines, the expense of such modification, relocation, or reconstruction shall be borne by Developer or the Developer's successor(s) in interest.

5. As-Built Plans. As-built plans for all installations related to the Project shall be furnished to the Board within ninety (90) days of completion of construction of the Project in the Drainage District. Said plans shall include a plan, a profile and a location using the civil monument or GPS locations. All plans shall include exact GPS coordinates of all crossings of the Affected Drains.

6. Payment of Legitimate Expenses. The Developer shall pay for all bills submitted by the Board for any legitimate expenses incurred to repair damage to Affected Drains directly caused by the Developer during or as a direct result of construction of the Project. If the Board chooses to contract for repair of any damages to Affected Drains that are agreeably deemed to have been directly caused by the Developer or the Developer's Parties during, or as a result of, Project construction, Developer shall pay for all reasonable costs of the completed repairs upon receipt.

7. Construction and Repair Standards: All crossings shall be constructed or repaired in compliance with all applicable statutes and regulations.

8. Notice of Construction Impacting Project. The Board shall give the Developer at least ninety (90) days' written notice of the proposed repair, improvement, maintenance, or new construction in the Drainage District that the Board believes may impact any of the Project facilities. The Board shall also give at least twenty-four (24) hours' verbal (via telephone) notice of emergency maintenance repairs in the Drainage Districts.

9. Notice. Any notice, demand, or other communication ("Notice") related to these requirements shall be in writing and given personally or by registered or certified mail return receipt requested. A courtesy copy of the Notice may be sent by facsimile transmission or electronic mail. Notices shall be given to the Parties at their addresses set forth below.

To the Board:

Emmet County Board of Supervisors
Emmet County Courthouse
609 1st Avenue North
Estherville, Iowa 51334
Fax: (712) 362-7454

To the Developer:
RedRock Wind Project, LLC
c/o Invenergy LLC
One South Wacker Drive, Suite 1500
Chicago, Illinois 60606
Attention: General Counsel
Fax: (312) 224-1444
generalcounsel@invenergy.com

By providing Notice to the other party, any party may at any time designate a different address or person to which such notice or communication shall be given.

Notice by hand delivery shall be effective upon receipt. Developer acknowledges an affirmative duty to keep notification information current.

10. Indemnification. With respect to claims made by third parties, Developer agrees, to the extent permissible by law, to indemnify, protect, and defend the Board and Drainage District from and against any and all demands, liens, claims, or causes of action and any and all liability, costs, expenses, and judgments incurred in connection therewith (including court costs and reasonable attorney's fees), whether arising in equity, at common law, or by State, Federal, local or other statute, rule or regulation, including environmental law, or under the law of torts (including negligence and strict liability) relating to the Project and to the extent caused by the Developer's proportionate share of negligence, negligent actions or inactions, provided, however, that Developer's contractual obligation of indemnification shall not extend to the percentage of the claim attributable to Emmet County, the Board's, or the Drainage Districts' negligence, willful misconduct, or strict liability imposed upon Emmet County, the Board, or the Drainage Districts as a matter of law.

11. Transferability. The Developer's interests are transferable. However, the assignee is required to comply with all requirements set forth herein.

12. Successors in Interest. These requirements contained herein shall be binding upon, and inure to the benefit of the Developer, the Board, the Drainage Districts, and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

13. Choice of Law. This Agreement and the requirements herein are entered into and agreed upon under the laws of the State of Iowa. Any legal action to enforce or interpret these requirements or this Agreement shall be brought exclusively in Iowa District Court in Emmet County, or, if there is a basis for federal question jurisdiction, in the United States District Court for the Northern District of Iowa, and the Parties hereby waive all objections to the jurisdiction and venue of these courts.

14. Mutual Agreement. If any provisions of the Agreement and requirements are determined by a court of law to be unenforceable, invalid, or excessive, the Agreement and requirements herein can be modified by mutual agreement of the Parties, to implement the intent of the Developer and Board to the maximum extent allowable under law and the remainder of the Agreement and requirements shall remain unaffected and in full force and effect.

15. Insurance. Developer shall maintain Commercial General Liability ("**CGL**") Insurance in a limit of not less than $10,000,000 for each occurrence, which can be met through any combination of primary and excess policies. The CGL Insurance shall cover liability arising from premises operation, independent contractors, personal injury, and liability assumed under an insured, including the tort liability of another assumed in a business contract. Developer shall obtain coverage for liability arising from pollution, explosion, collapse, and underground property damage caused by Developer, its employees, contractors, representatives, and agents to the extent of its indemnity obligation hereunder. Included in the CGL policy or a separate policy, Developer must have insurance for sudden and accidental environmental pollutant liability caused by the Developer, its contractors, representatives, and agents in connection with the Project and use of the easement. Coverage shall be maintained in an amount of at least $10,000,000 per loss event. These limits shall be adjusted every 10 years to reflect the changes over that time in the U.S. Bureau of Labor Statistics' CPI-U index.

16. Financial Security. Developer agrees to provide an irrevocable letter of credit, bond, or other similar security or guarantee not less than $500,000, as determined by the Board. The fee shall only be used to reimburse the Drainage Districts for the easement granted at a crossing, open ditch or tile, publication costs, engineering costs, repair costs, inspection costs and legal services related to a crossing. Said fee shall be paid in conjunction with the issuance of the easement. Any monies from the fee not used five years after the completion of the Project shall be refunded to the Developer.

17. Existing Law. Any easement agreed to by the Board is subject to existing regulations and statutes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Redrock Wind Project Drainage Agreement and Collection Easement Agreement effective as of the date first above written.

BOARD OF SUPERVISORS OF EMMET COUNTY

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF EMMET, ss:

This record was acknowledged before me on _____, 2025 by _____, as _____ of the Board of Supervisors of Emmet County, Iowa.

_____
NOTARY PUBLIC IN AND FOR SAID STATE

REDROCK WIND PROJECT, LLC
By Invenergy LLC, its Manager

By: _____

Name: _____

Title: _____

STATE OF _____, COUNTY OF _____, ss:

This record was acknowledged before me on _____, 2025 by _____, as _____ of Invenergy, LLC, Manager of RedRock Wind Project, LLC.

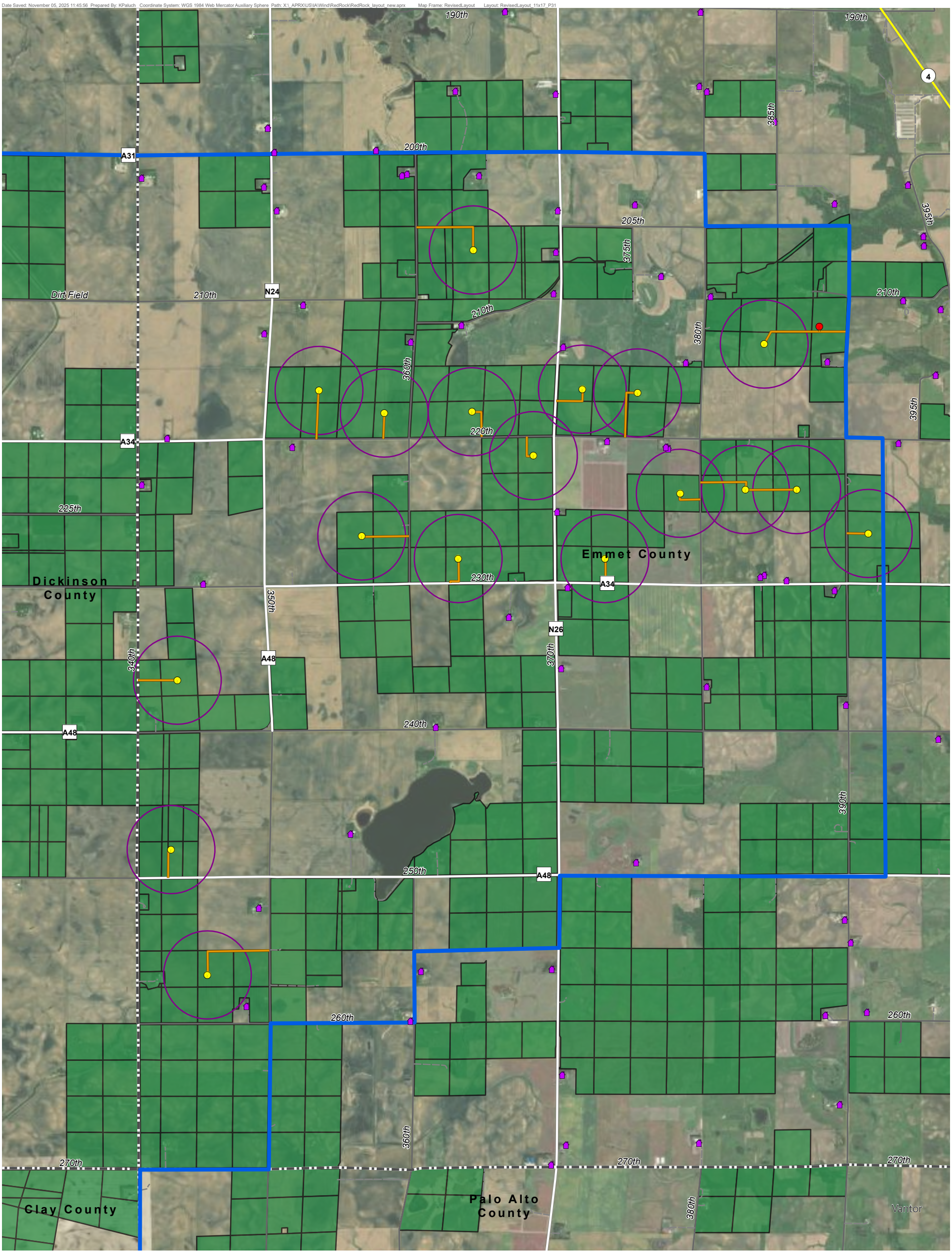
_____
NOTARY PUBLIC IN AND FOR SAID STATE

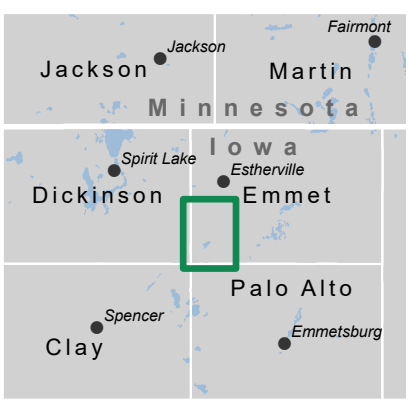
Exhibit A

Projected Infrastructure within Drainage District

Appendix 5
[Map]
[see next page]

Date Saved: November 05, 2025 11:45:56 Prepared By: KPaluch Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere Path: X:_APRX\US\IA\Wind\RedRock\RedRock_layout_new.aprx Map Frame: RevisedLayout Layout: RevisedLayout_11x17_P31





Legend

- Non-Participating Residence
- Turbine
- Removed Turbine
- Access Road
- Turbine Buffer (1600 ft)
- Project Boundary
- Participating Land
- County Boundary

Road Classification

- US/State Route
- County Road
- Local Road
- Dirt/Unpaved Road

3,000 0 3,000
Feet

Project Layout

Red Rock Wind Energy Center | Emmet County, Iowa

November 05, 2025

Invenergy

Appendix 6
[Turbine Models]

Turbine Model*	Hub Height (meters)	Rotor Diameter (meters)	Approximate Tip Height (Ft)
GE 2.82	89	127.2	501
GE 6.1	101	158	591
V150-4.5	105	150	591
V163-4.5 (98m)	98	163	589
N163-5.9 (98m)	98	163	589

*Consistent with the conditional use permit application, models of similar size and specifications may be used.