

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY FEBRUARY 16, 2022
6TH DAY JANUARY ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on February 16, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

At 3:00 p.m. the Commission went to the Adair County Courthouse to give members of the Courthouse Committee a tour of the work that was on going. The work that has been done along with possible flooring options, ceiling options, etc. were discussed. The Commission left at 4:00 p.m.

The Adair County Commission adjourned at 4:00 p.m. on February 16, 2022.

Unscheduled public walk-ins and other non-agenda items for February 16, 2022

None

IN REF. ORDER NO 8 Fully Executed Road Maintenance and Use Agreement between Morris Solar, LLC and Adair County

RECEIVED
FEB 16 2022
ADAIR COUNTY CLERK

ROAD MAINTENANCE AND USE
AGREEMENT

THIS AGREEMENT ("Agreement"), made this 7th day of February, 2022, by and between Morris Solar, LLC, a Delaware limited liability company authorized to do business in Missouri ("Solar Company") and Adair County, a political subdivision organized under Sec. 49.020 RSMo by and through the County Commission ("County"). For purposes of this Agreement, Solar Company and the County are, individually, referred to as a "Party", and collectively, as the "Parties".

WITNESSED THAT:

WHEREAS, Solar Company desires to construct, operate and maintain an approximately 250 megawatt solar electric generation and transmission project known as the Morris Solar Project ("Project"), which is planned to be located in Adair County, Missouri;

WHEREAS, Solar Company desires to use certain roadways on the County road system, as identified pursuant to Section 2 of this Agreement ("Haul Routes"), and to, among other things, haul materials and equipment related to the construction, installation, operation, maintenance and decommissioning of the Project using vehicles that exceed posted weight limits applicable to the Haul Routes ("Heavy Use");

WHEREAS, the County has the authority to grant rights to the use of County property pursuant to Sec. 49.270 RSMo, and has the authority to enter into agreements pursuant to Sec. 432.070 RSMo;

WHEREAS, the use by the Solar Company, its agents or contractors (collectively, the "Solar Company Related Parties") of the Haul Routes for Road Use could generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to pavement, bridges, and drainage structures;

WHEREAS, Solar Company intends to restore or repair any such damages to the Haul Routes to the extent caused by Road Use conducted by the Solar Company Related Parties, such that the roadway surface, pavement, drainage structures, and bridges (collectively, "County Road Improvements") within the Haul Routes are returned to their pre-hauling condition(s) as provided below (in the case of bridges, if a bridge cannot be restored or repaired, then replaced), promptly upon notice by the County of damage to the identified structures.

THEREFORE, BE IT RESOLVED THAT, the Parties do hereby agree as follows:

SOLAR COMPANY OBLIGATIONS:

- Baseline Reports**
 - Prior to commencing construction of the Project (the "Project Construction"), Solar Company shall conduct a survey, including photographs and/or video, to document the conditions

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of the Haul Routes, including, but not limited to, the roadway surface, pavement, and/or drainage structures, or bridges therein (the "Initial Baseline Report"). Fifteen (15) days prior to commencing the survey, Solar Company shall notify the County of the beginning of the survey so that the County may assign a County representative to accompany the Solar Company Related Parties doing the survey.

- After the Project Construction has been completed and the Project is operating (the "Operation Period"), it is anticipated that Solar Company shall need to use discrete portions of the Haul Routes from time to time for Road Use related to operation, maintenance, repair, replacement and decommissioning of the Project ("Operation Activities"). During the Operation Period, Solar Company reserves the right to conduct a survey of the roadway surface, pavement, and/or drainage structures, or bridges of the discrete portions of the Haul Routes needed for Road Use related to the planned Operation Activities, which survey shall include photographs and/or video to document the condition of the roadway surface, pavement, and/or drainage structures, or bridges of those discrete portions of the Haul Routes (each an "Operation Period Baseline Report"). In emergent or unexpected circumstances, Solar Company shall provide forty-eight (48) hours notification to the County prior to commencing a survey during the Operation Period so that the County may assign a County representative to accompany the Solar Company Related Parties doing the survey.
- No Haul Route will be approved under this Agreement until Solar Company provides a final road crossing list of the specific road crossings over or under that Haul Route that is subject to the County's assent process.
- If the County disagrees with any assessment, analysis or representation contained in the Initial Baseline Report or an Operation Period Baseline Report (the Initial Baseline Report and each Operation Period Baseline Report referred to herein generically as an "Applicable Baseline Report") it shall notify the Solar Company within fifteen (15) business days of the County's receipt of the Applicable Baseline Report together with reasonable supporting written evidence supporting such disagreement. If the County does not respond with such written evidence within such period of time, the County shall be deemed to have agreed with the Applicable Baseline Report. If the County does provide such written evidence of its disagreement with the Applicable Baseline Report, then the Parties shall work reasonably and in good faith to resolve such disagreement and finalize the Applicable Baseline Report.
- Identification of Haul Route.** Prior to or concurrent with submission of the Initial Baseline Report, Solar Company will identify in writing to the County those roadways on the County road system that are expected to be used for Road Use and the County will ensure that each such road (including bridges located thereon) has proper identification related to the load requirements or other restrictions. Once such roads are identified they shall automatically become "Haul Routes" and incorporated into this Agreement as "Exhibit A" by amendment signed by the Parties. The Parties agree that, from time to time, Solar Company may need to use additional County roads for Road Use or may want to remove roads from the list of Haul Routes. In such event, Solar Company shall provide the County with an updated version of "Exhibit A" reflecting the modified list of Haul Routes, whereupon they shall become "Haul Routes" for purposes of this Agreement and Solar Company shall be responsible for complying with the requirements in this

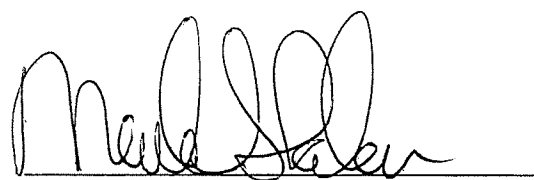
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Continued on page 499.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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WEDNESDAY FEBRUARY 16, 2022

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Agreement related to the use thereof. Any changes or additions to the Haul Routes shall be submitted to the County for review prior to the use of such County roads as Haul Routes under this Agreement. Any modifications or restrictions related to use of a Haul Route shall be communicated in advance to the Solar Company, and shall be memorialized by amendment to this Agreement.

3. **Improvements to County Roads.**

a. Solar Company shall have the right to site and construct improvements and modifications (whether temporary or permanent) to County Roads that it reasonably determines to be necessary or appropriate to accommodate Road Use (including, but not limited to, the addition of gravel, widening of existing roads, construction of new entrances, modifications to turning radii, the strengthening, lengthening and/or spacing of existing culverts and bridges, temporary crane crossings, changes to the grade of the roads and other modifications reasonably necessary to accommodate the development, construction, and operation of the Project) provided (A) that such construction and siting is in the County's right of way or the adjoining landowner(s) grant permission to enter onto the landowner's private property outside of the County's right of way as required for construction of improvements; and (B) that such construction and siting are not in violation of applicable laws and such improvements receive appropriate administrative approvals from the County as required for the construction and installation of such improvements and modifications, such approval not to be unreasonably withheld, conditioned, or delayed. Any such modifications or improvements shall be performed by Solar Company at its sole cost and expense and in a good and workmanlike manner consistent with the appropriate approvals by the County.

b. If the County needs to access the County Road improvements outside of the County's right of way, Solar Company shall cooperate with the County and such landowners to provide permission to the County to access landowner's private property outside of the County's right of way, to the extent Solar Company has the right to provide such permission.

c. If during the process of constructing improvements to County Roads in connection with this Agreement, Solar Company discovers that an existing County Road is not properly located within the County right-of-way, then Solar Company shall notify the County and agree to cooperate with the County by sharing information it has discovered regarding the location of such road. Nothing in this agreement shall restrict the use of such County Road in its existing location or require Solar Company to relocate such roads.

d. Prior to Solar Company commencing any work on County Road Improvements, Solar Company shall provide copies of all consents or approvals issued to Solar Company by any third-party utility companies owning and maintaining utility facilities located within County's rights of way where such utility facilities are reasonably expected to be affected or potentially affected by any road work or other improvements related to the Road Use.

e. To the extent that any surveys are completed by Solar Company for work to County roads or bridges, it shall provide a copy of such survey to the County Commission.

f. Prior to commencement of construction of the Project, Solar Company shall provide at its option either a parental guarantee or a performance bond in amounts acceptable to the County and in sufficient amounts but not to exceed the value of the work to be performed by

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Solar Company for improvements in County roads and bridges during the period of construction of such improvements. After reaching the Mechanical Completion Date of the Project, the parental guarantee or performance bond shall be released or terminated. Thereafter, in the event any repairs required to be performed by Solar Company under this Agreement exceeds an amount of \$25,000, an additional parental guarantee or performance bond shall be provided by Solar Company to County upon County's written request. For purposes of this Agreement, "Mechanical Completion Date" shall mean the first day upon which all solar panels, inverters, substations, and other electrical facilities relating to the Project which have been permitted by County have been constructed and are ready for initial start-up, testing and commissioning for eventual energization and operation.

4. **Notice of Road Use Commencement.** During the Project Construction, Solar Company will contact the County Commission not less than fifteen (15) business days prior to commencing use of the Haul Routes for Road Use so that the Solar Company may post notices to the public of such use of the Haul Routes at the end of each Haul Route. During the Operation Period, Solar Company also agrees to use reasonable efforts under the circumstances to provide the County Engineer or other designated County representative with advance notice of Solar Company's planned use of the Haul Routes for Road Use.

5. **General Liability Insurance.** Prior to any Road Use and for the remainder of the term of this Agreement, Solar Company shall obtain general liability insurance coverage, showing liability coverage of at least \$1,000,000 each occurrence and \$5,000,000 in the aggregate for damages to person or property or for loss of life occurring as the result of acts of Solar Company's Related Parties in connection with the conduct of any Road Use. The foregoing insurance requirements may be satisfied, in whole or in part, through the provision of self-insurance in amounts and pursuant to customary terms and conditions. A certificate evidencing such insurance shall be promptly provided to County upon County's request.

6. **Hold Harmless.** Solar Company agrees to save and hold harmless the County from direct damage claims to the extent arising out of the exercise by Solar Company's Related Parties of its right to conduct any Road Use. This provision requires Solar Company to reimburse the County for any and all professional services fees and expenses incurred by the County as a part of the hold harmless coverage. Notwithstanding, the foregoing, in no event shall Solar Company bear responsibility for any such claim that relates to the negligence or willful misconduct of any person other than any of Solar Company's Related Parties, or which is the result of the activities of unrelated third parties.

7. **Public Safety Measures.** Solar Company shall implement the following public safety measures at all times when using the Haul Routes for Road Use:

- install and maintain warning signs at the site and at the end of each Haul Route as may be reasonably necessary to promote traffic safety as may be reasonably necessary to promote traffic safety;
- ensure that any flaggers working in connection with the Project are trained in safe flagging operations;

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c. facilitate, to the extent reasonably practicable, local traffic use of Haul Routes;

d. ensure that tools, equipment, materials, supplies, company vehicles, or worker vehicles are not parked or stored in the public right of way of the Haul Routes, other than for a short period of time to allow the loading or unloading of equipment or in connection with normal Road Use (so long as such actions do not materially and continuously interfere with the use of such roads for local traffic); and

e. undertake reasonable precautions to mitigate the dispersal of fugitive dust arising from Solar Company's use of the Haul Routes. Solar Company shall be responsible for implementing reasonable corrective actions to respond to complaints pertaining to such fugitive dust, or to mitigate such fugitive dust.

8. **Restoration Obligation: Payment In Lieu of Repair.**

a. The following provisions describe Solar Company's obligation to repair and restore county roads and where necessary, if a bridge cannot be restored or repaired, then replaced, where the need for such repairs or replacement was caused by the actions of Solar Company or Solar Company Related Parties. In the event County Road Improvements and bridges have been damaged by Solar Company or Solar Company Related Parties when exercising its right to conduct Road Use:

(i) Once the initial construction of the Project has been completed, the Parties shall promptly and jointly identify and inspect any damages to the Haul Routes and County Road Improvements caused by the Road Use, and mutually agree upon:

(A) the repair work that may be necessary to restore the same to the condition provided in the Applicable Baseline Report ("Repair Work");

(B) the timeline within which such repair work must be completed; and

(C) the estimated cost to complete the Repair Work (the "Repair Estimate")

(ii) Upon written request by County, and upon intervals to occur no more frequently than (annually), Solar Company shall inspect the Haul Routes used for ongoing Project maintenance for signs of damage to County Road improvements caused by Solar Company or Solar Company Related Parties and provide a summary report of the results of its inspections to the County; provided, however, that Solar Company shall have the ongoing obligation to promptly report to County any known damage to the County Road Improvements caused by Solar Company or Solar Company Related Parties;

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(iii) Solar Company, at its sole cost and expense, shall cause the County Road Improvements within the Haul Routes to be restored to the condition identified in the Applicable Baseline Report. To the extent that the County had planned improvements to a Haul Route and the Parties determine it would be beneficial to cooperate on such improvements, a cost sharing agreement shall be developed if necessary on a case by case basis. After the County has inspected the Repair Work for a portion of the Haul Routes, or all of the Haul Routes, the County shall promptly issue to Solar Company a written acceptance of the full or partial Repair Work.

(iv) Notwithstanding the foregoing, the Solar Company may permanently leave in place improvements made by Solar Company to the Haul Routes if and to the extent approved by the County or any other governmental agency with authority over such Haul Routes, and the County shall have the obligation to maintain the same unless otherwise agreed to in writing by Solar Company. Otherwise, Solar Company shall remove or cause to be removed any temporary improvements made by Solar Company within the Haul Routes that Solar Company is not otherwise permitted to leave in place pursuant to any approvals obtained as identified in Section 3 herein.

b. Notwithstanding the obligations in Section 8.a. immediately above, Solar Company shall have the option to pay to the County an amount equal to the Repair Estimate, and the County agrees to conduct the Repair Work using the monies paid by Solar Company for such Repair Work. Each such transfer shall be documented.

9. **Construction Payment.** Solar Company agrees to pay the County a one-time payment of \$70,000 at least ninety (90) days prior to the start of Project Construction (the "Construction Payment") to cover the costs of the County obligations under this Agreement during Project Construction.

10. **Administrative Payment.** Solar Company agrees to pay the County an annual administrative fee of \$5,000 per year on December 31st of each year for the administration of this Agreement.

COUNTY SERVICES:

11. **Monitoring of Roadway Conditions.** The County shall monitor roadway conditions of the Haul Routes as reasonably necessary and consistent with prudent road management practices.

12. **Snow Removal.** The County shall continue to provide snow removal services on all roadways within the Haul Routes while the same are used for Road Use.

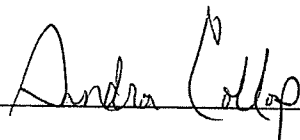
THE PARTIES ALSO MUTUALLY AGREE THAT:

13. **Commencement of Project Construction.** Provided that the Haul Routes have been identified in accordance with Section 2 above, Solar Company may immediately proceed with its use thereof for Road Use.

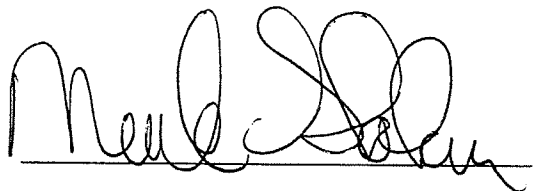
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ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES WEDNESDAY FEBRUARY 16, 2022

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14. **Assignment, Succession and Assigns.** This Agreement may be assigned (in whole or in part) by Solar Company only with the County's prior written consent, which consent shall not unreasonably be withheld or delayed. Notwithstanding the foregoing, Solar Company may assign this Agreement by providing notification to the County of the same, to an Affiliate of Solar Company, in connection with financing or in the event of a merger, reorganization, or the sale of substantially all of the assets of such Solar Company. For purposes of this Agreement, "Affiliate" means any other entity that is directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Solar Company. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors or assigns, as applicable.

15. **Force Majeure.** Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Solar Company under this Agreement is prevented, restricted, or delayed, in whole or in part, by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance that is not the fault of Solar Company or that is beyond its reasonable control, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations (except for payment obligations) related to the Project, then Solar Company, upon giving notice to the County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

16. **Conflict Resolution.** The following provisions describe the conflict resolution protocol that shall govern the Parties' relationship under this Agreement:

- a. Solar Company and the County Commission's designee shall work together in good faith to resolve any disputes arising under this Agreement, including but not limited to the existence, scope, degree, and/or cause of any damages to the roadways within the Haul Routes after Solar Company's use of the Haul Routes for Road Use, scope of required Repair or replacement Work (and/or cost allocation thereof), and/or whether Repair Work has been completed, taking into account the costs, benefits, technical feasibility, governing engineering principles, and other available information.
- b. In the unlikely event that Solar Company and the County Commission's designee are unable to resolve such dispute, then Solar Company and the County Commissioners shall further attempt, in good faith, to resolve such dispute.
- c. If such dispute is not resolved above, the parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation, in such event, mediation shall proceed in advance of any litigation, which shall be stayed pending mediation for a

period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- d. In the unlikely event that Solar Company and the County Commissioners are unable to resolve such dispute with mediation, then nothing in this Agreement shall prevent either Party from seeking appropriate relief, including monetary damages or injunctive relief, in the circuit court of the County applying Missouri law; provided, however, that in no event shall this Agreement be terminable by either Party (whether directly or through the enforcement of this Agreement) without the consent of the other Party and the sole remedies available to each Party (absent such consent) shall be equitable specific performance of a Party's obligations under this Agreement or recovery of damages. If the Parties are unable to resolve any such dispute amicably, then such dispute shall be resolved through legal proceedings shall occur in the circuit court of the County.
- e. Any dispute arising under this Agreement shall be considered formally resolved once the Parties mutually resolve such dispute or once a court of competent jurisdiction issues a final, non-appealable judgment or order concerning such dispute.
- f. Pending final resolution of any dispute, the Parties shall continue to fulfill their obligations under this Agreement that are not the subject of the dispute.
- g. If litigation is ever instituted by either Party to enforce, or to seek damages for the breach of, any provision hereof, each Party shall be responsible for all of its own attorney's fees and expenses reasonably incurred by the party in connection with such litigation (including, but not limited to, any appeal from any such litigation).

17. **Estoppel Certificates.** Solar Company may request from time to time an estoppel certificate in connection with a financing transaction, sale-leaseback, transfer, sale, or other funding transactions. Each Party shall execute and deliver to each other, within 15 days after delivery of request (together with an execution version of such estoppel certificate) from time to time by the other Party (or its lenders or assignees), a certificate addressed as indicated by the requesting party and stating: (a) whether or not this Agreement is in full force and effect; (b) whether or not this Agreement has been modified or amended in any respect, and submitting copies of such modifications or amendments; (c) whether or not there are any existing defaults hereunder known to the Party executing the certificate, and specifying the nature thereof; (d) whether or not any particular provision of this Agreement has been complied with; and (e) such other matters as may be reasonably requested. In the event that the Party to whom such a certificate is requested fails to execute and deliver such estoppel certificate as and when required, then all matters in the requested certificate shall be irrefutably deemed true and correct.

18. **Transfer of Interest by County.** The County may freely transfer and/or mortgage its interest in the Haul Routes from time to time and at any time, provided that any such transfer is expressly made subject to the terms, provisions, and conditions of this Agreement, and the transferee or mortgagee agrees to be bound by the provisions hereof.

19. **Execution.** If requested by Solar Company, then the Parties shall promptly execute and acknowledge a recordable short-form memorandum reflecting all or some of the terms and of this Agreement and any amendments related thereto, which Solar Company may record in the official land records of the County with respect to the Haul Routes.

20. **Miscellaneous.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and all prior agreements (whether written or oral) with respect thereto are merged herein. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the Parties is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first herein written.

ADAIR COUNTY, MISSOURI
By: Mark Shahan
Name: Mark Shahan
Title: Presiding Commissioner

MORRIS SOLAR, LLC,
a Delaware limited liability company
By: Benjamin Saunders / Benjamin
Name: Benjamin Saunders
Title: Authorized Signatory

Signature Page to Road Maintenance and Use Agreement (Adair County, Missouri)

Continued on page 501.

ATTEST: Andrea Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY FEBRUARY 16, 2022

Continued from page 500.

IN REF. ORDER NO 9 Fully Executed Right-of-Way Encroachment Permit Agreement for
Underground and Overhead Facilities between Morris Solar, LLC and
Adair County

RECEIVED
FEB 16 2022
ADAIR COUNTY CLERK

**RIGHT-OF-WAY ENCROACHMENT PERMIT AGREEMENT FOR UNDERGROUND
AND OVERHEAD FACILITIES**
(Solar Generation Energy Collection System and Related Facilities)

This RIGHT-OF-WAY ENCROACHMENT PERMIT AGREEMENT FOR UNDERGROUND AND OVERHEAD FACILITIES (this "Agreement"), dated to be effective as of February 17th, 2022 (the "Effective Date"), is entered into by and between the ADAIR COUNTY, a political subdivision of the State of Missouri (the "County"), and MORRIS SOLAR, L.L.C., a Delaware limited liability company (the "Solar Generator"), with a principal address c/o AES Clean Energy, 2180 South 1300 East, Suite 600, Salt Lake City, Utah 84106.

After recording mail to: Morris Solar, LLC
c/o AES Clean Energy
2180 South 1300 East, Ste 600
Salt Lake City, Utah 84106
Attn: Lead Manager (Morris)

RECITALS

A. Solar Generator owns and operates, or proposes to own and operate, certain photovoltaic electric energy generating projects in the vicinity of the ROW Crossing Areas (as defined below), including the Morris solar energy generation project ("Project").

B. Solar Generator desires to construct, install, maintain, operate, repair, renew and remove certain underground and overhead facilities more particularly described in Exhibit "A" attached hereto and made a part hereof, together with the appurtenances and equipment necessary or convenient for operation thereof for the benefit of the Project (collectively, the "Facilities"), in certain public highways, roadways, streets, easements or other right-of-way located in the County,

now or hereafter dedicated to public use, said right of way areas being designated and more particularly described in Exhibit "B" attached hereto ("ROW Crossing Areas"). Said ROW Crossing Areas shall consist of those GPS latitude and longitude coordinates outlined in Exhibit "B", along with fifty (50) feet on each side of said coordinates, totaling one hundred (100) feet in which the Generator may site the Facilities. Additionally, the locations of the ROW Crossing Areas are further legally described on Exhibit "B" and depicted on the map in Exhibit "C" attached hereto.

C. Solar Generator has made County aware, and County agrees to the location of certain underground Facilities that shall run parallel to a portion of Forgetting Trail Road, as legally described on Exhibit "B" and depicted on Exhibit "C" attached hereto.

D. County has the authority to regulate the terms and conditions for the use of public rights-of-way.

E. County desires to authorize Solar Generator to utilize the ROW Crossing Areas in order to construct, install, maintain, operate, repair, renew and remove the Facilities, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the recitals set forth above, the covenants and agreements set forth herein below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Solar Generator agree as follows:

1. Non-Exclusive ROW to Use Public Right-of-Way.

1.1 Grant of Non-Exclusive ROW: Consideration. County, in consideration of the sum of Five Thousand Dollars (\$5,000.00) and other good and valuable consideration paid by the said Solar Generator, the receipt of which is hereby acknowledged, does by these present, grant, bargain and sell unto said Solar Generator its agents, employees and contractors, subject to the provisions of this Agreement and all applicable laws and all County ordinances, a non-exclusive, perpetual right ("ROW") to construct, reconstruct, install, maintain, operate, repair, renew and remove the Facilities, not to exceed fifteen (15) feet in width, along, over, under, and across the ROW Crossing Areas, and in accordance with the preliminary plans attached hereto as Exhibit "D" and incorporated herein ("Plans"). This placement and construction of the Facilities in the ROW Crossing Areas shall be conducted in accordance with Adair County Ordinance No. 2020-1, as applicable. Upon the termination of this Agreement, Solar Generator shall remove or relocate, at its sole cost and expense, the Facilities from the public highways, roadways, streets or other rights of way that were constructed and/or installed pursuant to this Agreement. The rights granted herein are expressly made on a non-exclusive basis and is subject to (i) the prior and continuing right of County and its assigns to use the ROW Crossing Areas in the performance of its duty, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, cable television, and other telecommunications, utility and municipal uses in accordance with this Agreement, together with appurtenances thereof and with right of ingress and egress, along, over, across and in the ROW Crossing Areas, and (ii) all existing easements, restrictions, conditions, covenants, encumbrances and claims of title which may now affect the ROW Crossing Areas.

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1.2 County's Use of ROW Crossing Areas. Except as and to the extent specifically authorized and permitted herein, Solar Generator shall not unreasonably interfere with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, cable television, and other telecommunications, utility and municipal property without the approval of the owner(s) of the affected property or properties. In the event County or its assigns desire to make use of the public right of way, County and its assigns shall make good faith efforts to avoid unnecessary disturbances of the Facilities within the ROW Crossing Areas.

2. Operating Requirements.

2.1 Cost. The cost of constructing, installing, operating, and maintaining the Facilities shall be solely the responsibility of Solar Generator.

2.2 Compliance with Law. Solar Generator shall construct, install, operate, and maintain the Facilities consistent in a manner consistent with the Plans, and subject to all applicable federal, state, and local laws and regulations, including, without limitation, all applicable ordinances and regulations adopted by County. All activities undertaken and work performed by Solar Generator shall be performed in a manner that reasonably minimizes interference with the use of the public highways, streets or other rights-of-way for purposes of travel. Any excavation of a public highway, street or other right-of-way shall be back-filled and the surface placed in a substantially similar condition as it was prior to such excavation.

2.3 Final Map. Within thirty (30) days after completion of construction of the Facilities, Solar Generator shall file with the County or the officer designated by said County, an accurate and reliable plat or map, showing in detail, a depiction and location of the Facilities with reference to the surface and with reference to the property lines along the public highway, street or right-of-way. Upon delivery, the plat or map shall be deemed to be incorporated into this Agreement as the depiction of the as-built location of the Facilities. If requested by County, Solar Generator shall also provide a CAD file or other electronic format reasonably acceptable to County identifying the as built locations of the Facilities.

3. Insurance. Prior to performing any work within the ROW Crossing Areas, Solar Generator shall secure a comprehensive general liability insurance policy including personal injury and broad form property damage liability coverage with a minimum combined single limit per occurrence of \$1,000,000 per occurrence (\$2,000,000 aggregate). Solar Generator shall maintain the policy in full force and effect for the duration of this Agreement. The policy shall name County as an additional insured. Solar Generator shall furnish a certificate of liability insurance to County upon request. Solar Generator shall cause any contractors to maintain insurance coverage as specified in this Section.

4. Revocability and Termination; Breach. Solar Generator shall have the right to terminate this Agreement at any time upon written notice to County. Subject to the notice and cure periods described below, County shall have the right to terminate this Agreement, and all other rights granted to Solar Generator herein, in the event of Solar Generator's unexcused material breach of this Agreement. In the event that Solar Generator breaches this Agreement, County shall provide written notice thereof to Solar Generator. Following its receipt of such notice, Solar Generator shall have thirty (30) days in which to cure such breach (with a limited exception for

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circumstances that threaten public health or safety, in which case Solar Generator shall immediately cure such breach; provided, however, in the event more than thirty (30) days shall be required to cure such breach, Solar Generator shall not be deemed in default if such cure has commenced within such thirty (30) day period and is diligently prosecuted to completion. If Solar Generator fails to cure such breach within the cure period described herein, County shall provide written notice to Solar Generator of its intent to terminate this Agreement within fifteen (15) days of Solar Generator's receipt of such notice, unless Solar Generator cures such default within such additional 15-day period. If Solar Generator fails to so cure such default, County may terminate this Agreement upon written notice to Solar Generator.

5. Attorneys' Fees. Subject to Section 5 herein, in the event any declaratory or other legal or equitable action is instituted between County and Solar Generator in connection with this Agreement, each party shall be responsible for all of its own fees, costs and expenses, including court costs and reasonable attorneys' fees, incurred in connection with such litigation (including, but not limited to, any appeal or in collection of any judgment).

6. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another commercially reasonable method, and addressed to the party for whom intended, as follows:

If to County:

Adair County
Mark Shahan
Presiding Commissioner
Attn:

If to Solar Generator:

Morris Solar, LLC
c/o AES Clean Energy
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106
Attn: Lead Manager (Morris)

CC: AES Clean Energy
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84016
Attn: Legal Department

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

7. Entire Agreement. This Agreement and its exhibits, each of which is incorporated herein by reference as though set forth in full, constitute the entire agreement between the parties

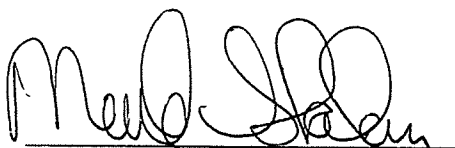
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Continued on page 502.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 501

ADAIR COUNTY COMMISSION MINUTES

WEDNESDAY FEBRUARY 16, 2022

Continued from page 501.

hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein. Notwithstanding the foregoing, this Agreement does not replace nor supersede or otherwise modify that certain Road Maintenance & Use Agreement dated effective Feb 7th, 2022, between the parties hereto.

8. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Missouri.

10. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by County and Solar Generator.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A copy of an original signature, or an electronically transmitted signature, shall be treated for all purposes as an original signature.

13. **Successors and Assigns.** This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement is intended to be freely assignable by Solar Generator, in whole or in part, without the prior written consent of County; provided, however, that the assignor shall remain jointly liable for any default or performance obligations existing prior to the assignment. The assignment rights in this Section shall include both absolute and collateral assignments, and the provisions of this Section shall be construed and interpreted consistent with such intent.

14. **Recitals.** The Recitals set forth above are incorporated into this Agreement by reference.

15. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, County and Solar Generator have executed this Agreement to be effective as of the Effective Date.

COUNTY:
ADAIR COUNTY,
 a political subdivision of the State of Missouri

By: Mark Shahan
 Name: Mark Shahan
 Title: Presiding Commissioner

ATTEST:

Andrea Collop
 County Clerk

Mark Shahan
 Presiding Commissioner

STATE OF MISSOURI
 COUNTY OF ADAIR

On this 16 day of February in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared Mark Shahan, Presiding Commissioner of Adair County, a political subdivision of the State of Missouri, known to me to be the person who executed the within Right-of-Way Encroachment Permit Agreement on behalf of said political subdivision and acknowledged in me that (s/he) executed the same for the purposes therein stated.

Jayne A Sherman
 Notary Public, Notary Seal
 STATE OF MISSOURI
 Commission Expires February 6, 2024
 (SEAL)

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IN WITNESS WHEREOF, County and Solar Generator have executed this Agreement to be effective as of the Effective Date.

SOLAR GENERATOR:
MORRIS SOLAR LLC,
 a Delaware limited liability company

By: Benjamin Sander
 Name: Benjamin Sander
 Title: Authorized Representative

STATE OF Virginia
 COUNTY OF Henrico

The foregoing instrument was acknowledged before me this 16 day of February 2022, by Benjamin Sander, the Authorized Representative of MORRIS SOLAR LLC, a Delaware limited liability company.

Mary Leeh Hall
 Notary Public

MARY LEEH HALL
 NOTARY PUBLIC
 REGISTRATION # 178884
 COMMISSION EXPIRES
 DECEMBER 31, 2024
 (SEAL)

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EXHIBIT "A"

Description of the Facilities

(a) electrical transmission facilities including, without limitation, poles, cross arm, structures, foundations, footings, anchors, guy wires, electrical wires, fibers, cables, conduits, tubing, cabinets, splice vaults, housing, insulation, equipment, improvements and other appurtenances and elements necessary or desirable for the transmission, collection or interconnection of electrical energy and all ancillary and related uses thereto;

(b) telecommunication equipment and apparatus, including, but not limited to, fiber optic cables, copper cables, coaxial or other cables through which voice, data, video and other signals are transmitted, and all conduits, inner ducts, splice vaults, optical or electronic equipment, cabinets, and guidewires related thereto; and

(c) other appliances, signs, facilities, fixtures, equipment, or improvements used in connection with any of the foregoing, including, without limitation, other conductors and conduits, lines, pads, transformers, and switches.

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Continued on page 503.

ATTEST: Andrea Collop
 County Clerk

Mark Shahan
 Presiding Commissioner, Mark Shahan
 Page 502

ADAIR COUNTY COMMISSION MINUTES

WEDNESDAY FEBRUARY 16, 2022

Continued from page 502.

EXHIBIT "B"
Description of ROW Crossing Areas

Crossing Number	Latitude	Longitude	Crossing Cable	Road Name
1	40.13238	-92.5365	Underground 34.5 kV	1st Trail
2	40.13225	-92.5301	Underground 34.5 kV	Eagle Trail
3	40.12464	-92.5700	Overhead 34.5 kV	Poppleton Trail
4	40.12455	-92.5671	Overhead 34.5 kV	Dogwood Lane
5	40.12446	-92.5574	Overhead 34.5 kV	Underhill Lane
6	40.12092	-92.5528	Underground 34.5 kV	Underhill Lane
7	40.12108	-92.5332	Overhead 34.5 kV	Hedgepath Lane
8	40.12093	-92.5328	Overhead 34.5 kV	Underhill Lane

Crossing 1:
That part of the Northwest Quarter of Section 28, Township 62 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the northeast corner of said Northwest Quarter thence North 88 degrees 36 minutes 01 seconds West, assumed bearing along the north line of said Northwest Quarter, 1243.21 feet; thence South 01 degrees 23 minutes 39 seconds West, 455.99 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet to the point of beginning.

Crossing 2:
That part of the Northwest Quarter of Section 33 and the Southwest Quarter of Section 28, all in Township 62 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the northeast corner of said Northwest Quarter of Section 33; thence North 89 degrees 23 minutes 21 seconds West, assumed bearing along the north line of said Northwest Quarter, 2348.43 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, 30.04 feet; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 69.96 feet to the point of beginning.

Crossing 3:
That part of the Southwest Quarter of Section 34, Township 62 North, Range 15 West, and the Northwest Quarter of Section 4, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:

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Commencing at the southeast corner of said Southwest Quarter of Section 34; thence North 89 degrees 38 minutes 54 seconds West, assumed bearing along the south line of said Southwest Quarter, 2033.93 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, 30.37 feet; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 69.63 feet to the point of beginning.

Crossing 4:
That part of the Southwest Quarter of Section 34, Township 62 North, Range 15 West, and the Northwest Quarter of Section 4, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the southeast corner of said Southwest Quarter of Section 34; thence North 89 degrees 38 minutes 54 seconds West, assumed bearing along the south line of said Southwest Quarter, 1243.62 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, 10.03 feet; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 89.97 feet to the point of beginning.

Crossing 5:
That part of the Northeast Quarter of Section 3, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the northwest corner of said Northeast Quarter, thence North 89 degrees 39 minutes 18 seconds East, assumed bearing along the north line of said Northeast Quarter, 1378.05 feet; thence South 00 degrees 20 minutes 42 seconds West, 1.39 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet to the point of beginning.

Crossing 6:
That part of the Northeast Quarter of Section 3, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the northeast corner of said Northeast Quarter, thence South 00 degrees 22 minutes 24 seconds West, assumed bearing along the east line of said Northeast Quarter, 1266.52 feet; thence North 89 degrees 37 minutes 36 seconds West, 29.33 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet to the point of beginning.

B-2

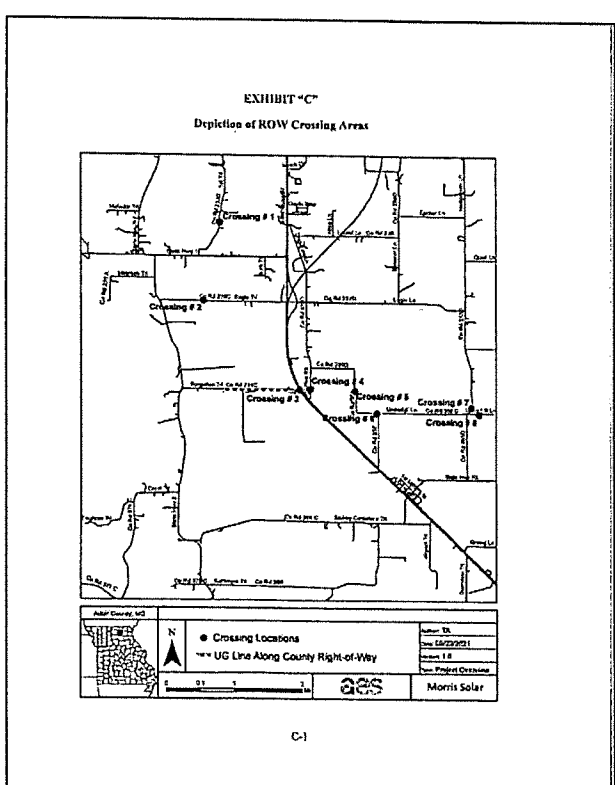
Crossing 7:
That part of the Northwest Quarter of Section 1, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the southwest corner of said Northwest Quarter; thence North 00 degrees 41 minutes 31 seconds West, assumed bearing along the east line of said Northwest Quarter, 1456.81 feet; thence South 84 degrees 13 minutes 06 seconds East, 172.95 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet to the point of beginning.

Crossing 8:
That part of the Northwest Quarter of Section 1, Township 61 North, Range 15 West, Adair County, Missouri, more particularly described as follows:
Commencing at the southwest corner of said Northwest Quarter; thence North 00 degrees 41 minutes 31 seconds West, assumed bearing along the east line of said Northwest Quarter, 1456.81 feet; thence South 75 degrees 44 minutes 21 seconds East, 293.41 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet to the point of beginning.

Underground Facilities in Right of Way of Forgotten Trail:
The southerly 15.00 feet of the northerly 30.00 feet over, under and across the following described property:
The East Half of the Northwest Quarter; the Northeast Quarter; and the easterly 20.00 feet of the West Half of the Northwest Quarter; all in Section 4, Township 61 North, Range 15 West, Adair County, Missouri.

TOGETHER WITH
The southerly 15.00 feet of the northerly 30.00 feet over, under and across the westerly 20.00 feet of the Northwest Quarter of Section 3, Township 61 North, Range 15 West, Adair County, Missouri.

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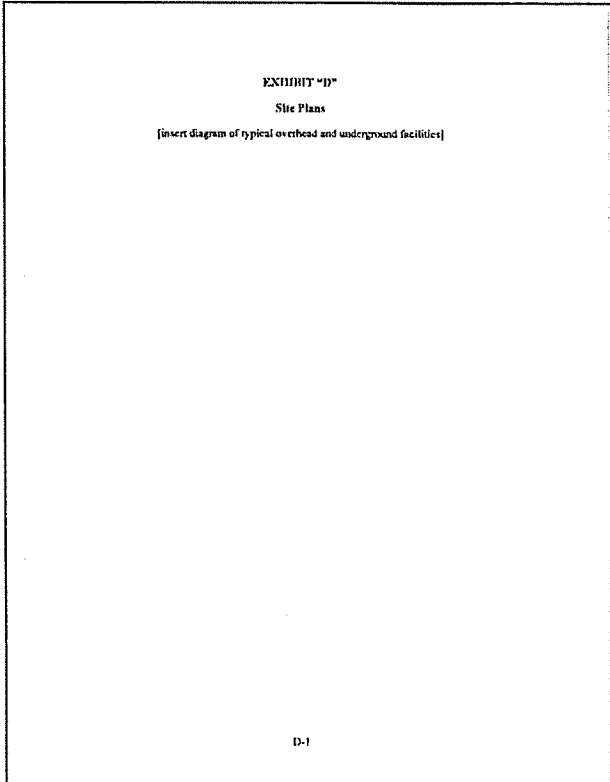
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ATTEST: Dandra Collop
County Clerk

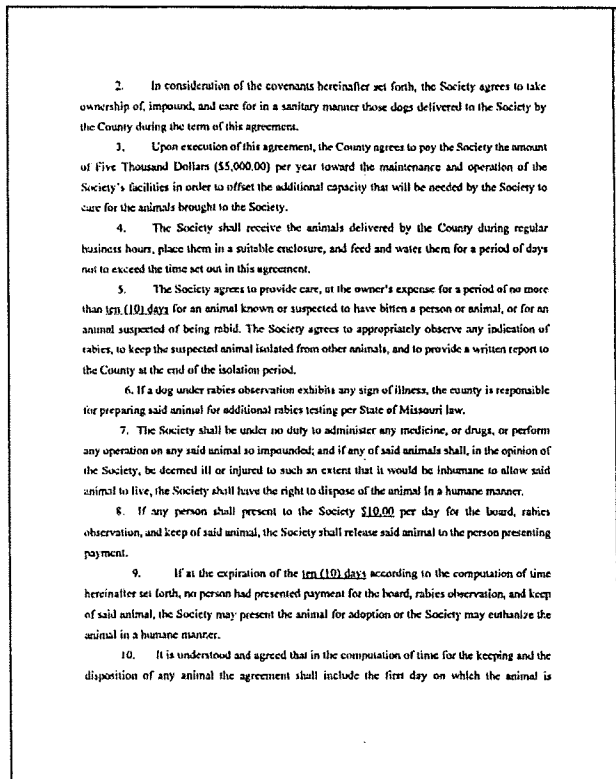
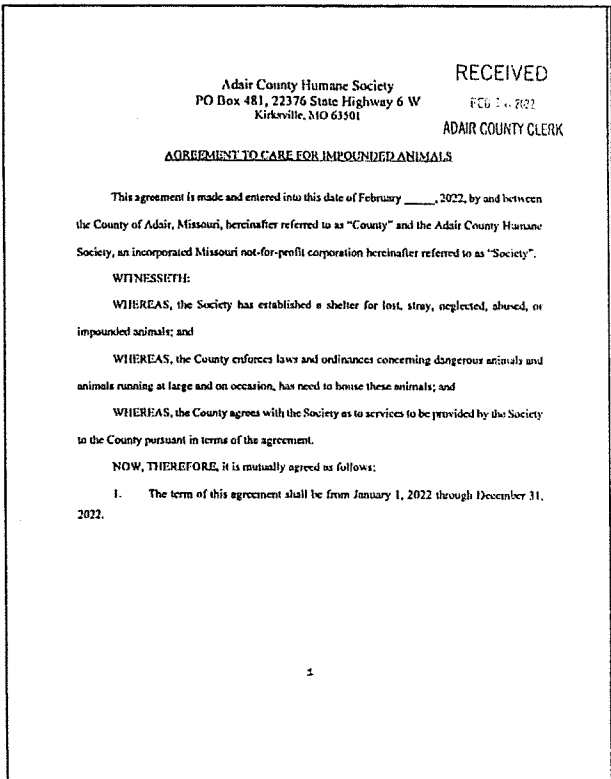
Mark Shahan
Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY FEBRUARY 16, 2022

Continued from page 503.



IN REF. ORDER NO 10 Agreement to Care for Impounded Animals (Adair County Humane Society)



Continued on page 505.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY FEBRUARY 16, 2022**

Continued from page 504.

impounded and shall include the last day unless the last day falls on Sunday or a legal holiday, in which event the said ten (10) days shall be extended to the next week day.



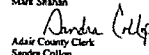
11. The County and Society agree and understand that when the Society shelter reaches near maximum animal capacity, the Society may be unable to accept animals from the County.

12. The County and Society agree that the County's payment described above shall include, at no additional charge, euthanasia and disposal costs for those animals submitted by the County.

13. Should a special circumstance occur during which an animal is required to be impounded by the Society longer than the time set out in this agreement, extra compensation from the responsible party may be required.

14. The County and/or the Shelter shall have the right to void this agreement without cause after sixty (60) days written notice to the other party.

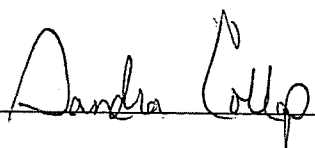
IN WITNESS THEREOF, the parties hereto have executed the foregoing instrument in duplicate the day, month, and year first written.

 Adair County Presiding Commissioner Mark Shahan	 Adair County Humane Society Treasurer Greg Gordon
 Adair County Clerk Sandra Collop	

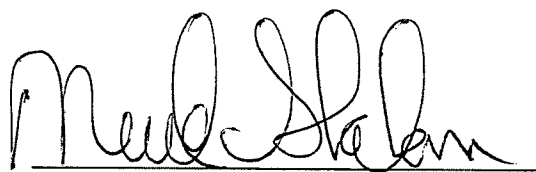
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Above minutes as presented to the County Clerk:

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan