

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("**Agreement**") is entered into between the Board of County Commissioners of Republic County, Kansas, a governmental entity in the State of Kansas ("**County**"), and High Banks Wind, LLC, a Delaware limited liability company, ("**Developer**"). County and Developer are collectively referred to herein as the "**Parties**" and may be referred to individually as a "**Party**".

RECITALS

WHEREAS, Developer is the owner and operator of the wind energy project, including wind turbines and transmission line, located in Republic and Washington Counties, Kansas, called the High Banks Wind Energy Center (the "**Wind Project**");

WHEREAS, the Parties entered into a certain Road Use and Maintenance Agreement dated October 24, 2022 (the "**RUA**");

WHEREAS, Developer's Wind Project construction completed by June 1, 2024, is the "**Initial Construction**", and during and since Initial Construction, Developer has been performing restoration and reclamation of property disturbed, displaced, or otherwise altered in accordance with the RUA; and

WHEREAS, Developer has an obligation pursuant to the RUA to repair damage to Roads and Non-Roads as defined and described in attached **Exhibit A** (collectively, the "**Road Repairs**"), or reimburse the County for the reasonable cost to complete the Road Repairs.

WHEREAS, in lieu of Developer completing Road Repairs (defined below), County has requested Developer make payment directly to County as consideration for County's independent completion of the Road Repairs; and

WHEREAS, the Parties have come to an agreement regarding the cost to complete the Road Repairs.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this Agreement upon the following terms and conditions:

TERMS OF SETTLEMENT

1. **Incorporation of Recitals and Exhibit; Definitions.** The foregoing recitals and **Exhibit A** are incorporated into this Agreement. Any term not defined herein shall be interpreted in accordance with the RUA.

2. **Nature of Agreement; No Admission of Liability.** The Parties have agreed that the promises and covenants contained herein are not to be construed or act as an admission of liability by either Party. The Parties agree and understand that the execution and delivery of

this Agreement is made in compromise and that one of the benefits to entering into this Agreement is to avoid the costs and inconvenience regarding dispute of the Road Repairs.

3. **Settlement Amount; Payment.** Within thirty (30) days after the full execution of this Agreement, Developer will make a payment to Republic County in the amount of \$1,600,000.00 (the "**Settlement Payment**"). If the Settlement Payment is not paid in full on time (time being of the essence), any unpaid amount accrues interest from the date due at the rate of the lower of the maximum interest rate allowed by applicable law or 15% per annum. Said interest is due at the time the payment is actually made for the payment to be considered paid in full. Additionally, Developer shall pay to County the County's reasonable attorney and professional fees incurred to enforce the payments due pursuant to this section.

4. **Completion of Road Repairs.** The County hereby warrants and represents that the Settlement Payment is sufficient to complete all necessary Road Repairs. The County acknowledges that the payment and performance bond that Developer has with the County pursuant to the RUA ("**Bond**") will expire twenty-four (24) months after the mutual execution date of this Agreement and on the expiration date, the County shall cooperate in good faith in executing all documentation required to effectuate the timely release of the Bond.

5. **Release Claims.** In consideration of the Settlement Payment, County acknowledges Developer satisfied all its Road Repairs obligations under the RUA to date, and hereby releases and discharges Developer and all of its past, present, and future owners, direct and indirect parents, subsidiaries, managers, members, affiliates, divisions, predecessors, and successors, as well as the respective past, present, and future owners, partners, members, officers, directors, shareholders, investors, controlling persons, administrators, agents, employees, fiduciaries, trustees, accountants, employees, insurers, reinsurers, attorneys, and representatives in any of those companies as well as their insurers (collectively, the "**Released Developer Parties**") from any and all claims, actions, causes of action, demands, liabilities, suits, administrative proceedings, damages, payments, charges, obligations, and judgments, whether arising by statute, in contract or tort, at law or in equity, under any theory of liability including those arising from negligence or strict liability, whether presently known or unknown including those that occur or arise in the future, whether seen or unforeseen, whether asserted or unasserted, or recognized by the law of any jurisdiction, relating in any way to Developer's Road Repairs obligations to date under the RUA (collectively, the "**County Released Claims**"). Nothing herein shall release Developer from the contractual provisions that relate to other obligations under the RUA—such as by way of example and not limitation, the provisions relating to future road project maintenance.

6. **No Release of Obligations in this Settlement Agreement or Future Road Use Obligations.** Notwithstanding the foregoing in Paragraph 5, the foregoing releases shall not release or impair the obligations created by this Agreement. Further, nothing herein shall be construed as a release or modification of the Parties obligations relating to future obligations under the RUA—such as by way of example and not limitation, the provisions relating to future road project maintenance.

7. **Covenant Not to Sue.** County hereby absolutely, unconditionally, and irrevocably covenants and agrees with and in favor of Released Developer Parties that it will

not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Developer Parties on the basis of any of the County Released Claims released, remised and discharged by County in Paragraph 5 above.

8. **Informed Consent.** The Parties hereby declare that they fully understand the terms of this Agreement; that they voluntarily accept the consideration offered for any acts or conditions agreed to hereunder; and that they have consulted with counsel or had sufficient opportunity to do so, regarding the content and effect of this Agreement.

9. **Binding.** This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective heirs, representatives, successors, and assigns.

10. **Construction and Absence of Presumptions; Amendment.** This Agreement has been negotiated by the respective Parties, and, in the event of a dispute as to the meaning or intent of any of its terms, no Party shall be entitled to the benefit of the rule of construction that ambiguous terms should be construed against the drafter. No modification, amendment, or waiver of any of the provisions contained in this Agreement, nor any future representations concerning the subject matter of this Agreement, shall be binding upon either Party unless made in writing and signed by such Party.

11. **Enforcement.** The rights and remedies of the Parties under this Agreement are cumulative and shall not exclude any other rights or remedies that the Party may have pursuant to the terms of this Agreement, the RUA, in law or in equity, except Developer does not have the right to terminate this Agreement, and County has a reasonable amount of time under the circumstances to cure any default claimed by Developer. In no event shall Developer or any of its members, officers, directors or employees or the County or any of its boards, elected officials, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to the other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, nonperformance or delay in performance under this Agreement.

12. **No Cancellation of Road Use Agreement and Future Use.** For the avoidance of doubt, the entire RUA is not cancelled in any way by this Agreement; this Agreement is intended only to serve as a release as to the County Released Claims; it is not intended to void or nullify the RUA in any other way. Further Developer agrees to abide by the same procedural provisions under Section 3 (and other relevant sections) of the RUA in the event of any future construction.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning this subject matter between the Parties, and there are no other agreements or representations.

14. **Counterparts.** This Agreement can be signed in counterparts, and and delivered by facsimile or by email, which shall be deemed to be an original.

15. **Representations and Warranties.** County represents and warrants it is the sole and lawful owner of all right, title, and interest in and to every claim, counterclaim, demand,

action, cause of action, and other right which County released in this Agreement and that it has not assigned, transferred, or conveyed, or purported to assign, transfer, or convey, and will not assign, transfer, or convey, to any person or entity any of the County Released Claims; that the person executing this Agreement on behalf of County is an authorized agent or signatory of the Party with authority to enter into this Agreement; and they have the authority to execute this Agreement without the consent or approval of any other Agreement.

16. **Authority.** The persons executing this Agreement on behalf of each Party represents they are an authorized agent of the Party with authority to enter into this Agreement.

17. **Governing Law, Venue, and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas without regard to principles of conflicts of law otherwise applicable to such determination.

18. **Jury Waiver.** **THE PARTIES AGREE THAT THEY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) IN ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE ROAD REPAIRS, THE COUNTY RELEASED CLAIMS, OR THIS AGREEMENT, AND THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT.**

19. **No Admissions.** Except for purposes of settling the Road Repairs neither this Agreement, nor any of its terms, nor any document, statement, proceeding, any action taken to carry out this Agreement or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Developer Parties, including, without limitation, evidence of a presumption, concession, indication, or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession, or damage whatsoever.

20. **Savings Provision.** If any term or condition of this Agreement, or the application thereof to any entity or circumstance, is declared invalid or unenforceable for any reason, that term shall be severed from the balance of this Agreement, and neither the remainder of this Agreement nor the application of such term or condition to any other entity or circumstance shall be affected thereby, and each remaining term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized representatives.

AGREED and EXECUTED on the dates shown below:

[SIGNATURES APPEAR ON NEXT PAGE]

Developer:

High Banks Wind, LLC

700 Universe Boulevard
Juno Beach, Florida 33408

By:  _____
Anthony Pedroni, Vice President

Date: July 23, 2024
Date: July _____, 2024

County:

Board of County Commissioners
of Republic County, Kansas

1815 M Street
Belleville, KS 66935

By:  _____
Edwin G. Splichal, County Commissioner

Date: July 15, 2024

By:  _____
Doug Garman, County Commissioner

Date: July 15, 2024

By:  _____
Melvin Jeardoe, County Commissioner

Date: July 15, 2024

ATTEST:



By:  _____
Kathleen Marsicek, County Clerk

Date: July 15, 2024

Reviewed and approved by:

By:  _____
Justin Ferrell, County Attorney

Date: July 15, 2024

Exhibit A -- Road Repairs

The Road Repairs description is attached. For avoidance of doubt, irrespective of the contents of the attachment, Road Repairs do not include any repair, restoration, maintenance or improvement:

(a) to any private property beyond any County existing legal Road or Non-Project Road right-of-way rights to said private property;

(b) requested by any third party;

(c) completed more than once, and the timing to complete each of the Road Repairs is left to County in its sole discretion;

(d) to a Road or Non-Project Road due to any use of the Road or Non-Project Road occurring on or after June 1, 2024;

(e) to a Road or Non-Project Road related to completion of Wind Project: removal of turning radi, finish grading, seeding, and permanent fencing;

(f) to a condition better than that Road or Non-Project Road was prior to Commencement of Construction, including without limitation County costs incurred to maintain an improved road as requested by Developer pursuant to RUA Section 3.C.;

(g) required related to Developer's operation, maintenance, repair or further construction of the Wind Project;

(h) or other Work, covered by the Bond;

(i) or other task or cost, that is a County Designee cost reimbursable by Developer pursuant to RUA Section 5.A.

High Banks Wind - District 4 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description
1340	205	Granite	0.55mi NE of 230	Pipe has large tear at top of the road

High Banks Wind - District 5 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
1380-1389	1-10	Hickory	HWY 81 - 190th Rd	Light gravel in post	Add 2in of gravel
1399-1423	22-47	Hickory	200th Rd - 210th Rd	Bare gravel, ruts, no crown	Fix ruts and add 2in of gravel
1410-1422	34-45	Hickory	210th Rd - 220th Rd	Light gravel with ruts, roadway narrower, no crown	Widen roadway, add crown, fix the ruts, and add 2in of gravel
1419	42	Hickory	0.65 mi E of 210th Rd	CMP is crushed on north end cannot see through	Replace CMP
1423-1435	46-59	Hickory	220th Rd - 230th Rd	Light gravel in post	Add 2in of gravel
1436-1450	60-74	Hickory	230th Rd - 240th Rd	Ruts and light gravel in post	Add 2in of gravel and fix ruts
1451-1458	75-81	Hickory	240th Rd - 250th Rd	Light gravel in post, ruts, no crown	Add 2in of gravel, fix ruts, and add crown
1493-1504	600-607	Jade	HWY 81 - 190th Rd	Large ruts in post	Fix ruts
1504-1516	591-600	Jade	190th Rd - 200th Rd	Large ruts in post	Fix ruts
1541-1551	124-135	Jade	220th Rd - 230th Rd	Light gravel in post	Add 2in of gravel
1552	136	Jade	At 230 Rd	CMP covered and bent	Uncover and fix CMP
1552-1561	136-144	Jade	230th Rd - 240th Rd	Light gravel and ruts in post	Add 2in of gravel, and fix ruts
1562-1569	145-152	Jade	240th Rd - 250th Rd	Light gravel and ruts in post	Add 2in of gravel and fix ruts
1570-1580	153-160	Jade	250th Rd - 260th Rd	Light gravel	Add 2in of gravel
1620-1631	161-170	King	200th Rd - 210th Rd	Larger ruts in post, no crown	Fix ruts and add crown
1632-1639	171-179	King	210th Rd - 220th Rd	Less gravel and larger ruts in post	Add 2in of gravel and fix ruts
1640-1644	179-183	King	220th Rd - 230th Rd	Less gravel and larger ruts in post	Add 2in of gravel and fix ruts
1665-1672	185-189	Lincoln	200th Rd - 210th Rd	Ruts in post	Fix ruts
1673-1681	190-198	Lincoln	210th Rd - 220th Rd	Larger ruts in post	Fix ruts
1690-1696	207-214	Lincoln	230th Rd - 240th Rd	Less gravel, larger ruts, and no crown in post	Add 2in of gravel, fix ruts, and add crown.
1697-1705	215-223	Lincoln	240th Rd - 250th Rd	Light gravel in post, larger ruts in post, no crown in post	Add 2in of gravel, fix ruts, and add crown
1734-1742	265-272	Marble	210th Rd - 220th Rd	Larger ruts in post	Fix ruts
1743-1751	273-274	Marble	220th Rd - 230th Rd	Larger ruts in post	Fix ruts
1754-1755	277-278	Marble	0.2 mi E of 230th Rd	Pipe has been crushed	Replace CMP
1764-1770	287-293	Marble	240th - 250th Rd	Larger ruts in post	Fix ruts
1771-1778	294-301	Marble	250th - 260th	Larger ruts in post	Fix ruts
1814-1816	325-327	Nickel	0.7mi E of 220th - 230th	Less cover and ruts	Fix ruts and add 2in of gravel
2514-2522	322-330	Nickel	230th - 240th	Light gravel in post	Add 2in of gravel
2521-2505	331-341	Nickel	240th - 250th	Light gravel in post	Add 2in of gravel
728-734	373-378	210th Rd	King - Jade	Larger ruts in post	Fix ruts
2469-2475	584-590	210th Rd	Lincoln - King	Ruts and no crown in post	Fix ruts and add crown
836-846	404-414	230th Rd	Nickel - Marble	Less gravel and larger ruts in post, no crown in post, and strike damage on structure 0.5 mi N of Nickel	Add 2in of gravel, fix ruts, add crown, and fix structure
847-853	415-421	230th Rd	Marble - Lincoln	Light gravel in post	Add 2in of gravel
854-863	422-431	230th Rd	Lincoln - King	Larger ruts in post and light gravel in post	Add 2in of gravel and fix ruts
864-876	432-444	230th Rd	King - Jade	Less gravel and no crown in post, hole in roadway at 0.75 mi N of King in RCP	Add 2in of gravel, add crown, and replace pipe
886-894	608-616	230th Rd	Hickory - Granite	Large ruts in post	Fix ruts
877-886	445-455	230th Rd	Jade - Hickory	Less gravel and larger ruts in post	Add 2in of gravel and fix ruts

High Banks Wind - District 5 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
879	447	230th Rd	0.3 mi N of Jade	Pipe has been filled/buried with road fill and smashed on east end	Clean out and fix pipe
961-969	576-583	240th Rd	Marble - Lincoln	No crown and ruts in post	Fix ruts and add crown
1118-1126	498-506	250th Rd	Marble - Lincoln	Larger ruts in post	Fix ruts
2596-2608	530-542	260th Rd	0.4 mi N of Nickel - 0.5 mi N of Marble	Transverse cracks are more frequent at 30'-50' instead of 50'-150'	Install chip & seal
582-589	617-625	260th Rd	Granite - Hickory	Larger ruts in post	Fix ruts
2430-2437	543-550	270th Rd	Marble - Lincoln	Larger ruts in post, no crown in post	Fix ruts and add crown
2626-2636	551-559	270th Rd	Lincoln - 0.7 mi N of Lincoln	Post shows map cracking and some potholes	HMA patch pothole areas and install chip & seal
537-534	564-566	280th Rd	Lincoln - 0.4 mi S of Lincoln	No crown in post	Add crown
1706-1712	224-231	Lincoln	250th Rd - 260th Rd	Bare gravel, ruts, no crown	Fix ruts and add 2in of gravel
2796	46	220th Rd	At Hickory Rd	Intersection pavement damaged transverse rutting	Repair pavement with mill and overlay
2774	179	220th Rd	At King Rd	Intersection pavement damaged transverse rutting	Repair pavement with mill and overlay
2780	396	220th Rd	0.6 mi S of Jade Rd	Crane crossing pavement damaged transverse rutting	Repair pavement with mill and overlay
2766	391	220th Rd	0.7 mi S of King Rd	Crane crossing pavement damaged transverse rutting	Repair pavement with mill and overlay
1358-1356	D4: 217-221	Granite	E of 250 Rd for 0.25 mi	Used for filling water trucks from water source	Reshape and add 2in of gravel

High Banks Wind - District 9 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
669-675	1-7	210th	Rock - Queen	Larger ruts and bare in post	Fix ruts and add 2in gravel
676-685	8-17	210th	Queen - Penn	Larger ruts and bare in post	Fix ruts and add 2in gravel
686-699	18-30	210th	Penn - Hwy 36	Larger ruts and bare in post, steep slope at Hwy 36	Fix ruts and add 2in gravel, address steep slope
807-819	38-51	230th	Queen - Penn	No crown in spots on post	Add crown
949-960	79-89	240th	Penn - Hwy 36	Larger ruts in post	Fix ruts
2486-2497	88-95	240th	Hwy 36 - Nickel	Larger ruts and no crown in post	Fix ruts and add crown
1871-1882	113-116	Penn	0.5 mi E of 220th - 230th	Bare in post	Add 2in gravel
1883-1893	117-127	Penn	0.5 mi E of 230th - 240th	Bare in post	Add 2in gravel
50-58	148-157	Rock	210th - 220th	Larger ruts and no crown in post	Fix ruts and add crown
742-754	158-169	220th	Shady - Rock	Bare gravel and no crown in post, material pile at Shady	Add crown and add 2in gravel, remove pile
762-770	170-178	220th	Queen - Penn	Bare gravel and no crown in post	Add crown and add 2in gravel
932-933	188-190	240th	Rock - 0.2 mi N of Rock	Larger ruts in post	Fix ruts
183-187	209-214	Shady	250th - 0.5 mi E of 250th	Larger ruts and bare in post	Fix ruts and add 2in gravel
190-197	215-222	Shady	260th - 270th	Larger ruts and bare in post	Fix ruts and add 2in gravel
269-281	223-234	Timber	240th - 250th	No crown, larger ruts, and bare gravel in post	Fix ruts, add crown, and add 2in gravel
1087-1097	254-263	250th	Rock - Queen	Larger ruts in roadway	Fix ruts
2766	264-265	220th	0.3 mi N of Lincoln Rd	Pavement damage	Repair pavement with mill and overlay
2774	267	220th	At King Rd	Pavement damage	Repair pavement with mill and overlay
2780	268	220th	0.4 mi N of King Rd	Pavement damage	Repair pavement with mill and overlay
2796	270	220th	At Hickory	Pavement damage	Repair pavement with mill and overlay
1552	272	Jade	At 230th	Ditch and pipe damage	Replace CMP and fix ditch/drainage
1995	285	Queen	0.9 mi E of 200th	Pipe damaged	Replace CMP
2020-2023	305-308	Queen	0.7 mi E of 230th to 240th	Larger ruts in post	Fix ruts
2007	313	Queen	0.2 mi E of 220th	Bare and ruts in post	Fix ruts and add 2in gravel
96-106	335-347	Rock	260th - 0.7 mi E of 260th	Bare in post	Add 2in gravel
2340-2346	373-379	270th	Queen - Rock	Bare in post	Add 2in gravel
1996	386	Queen	At 210th	Holding water and rough	Address drainage and roughness
2388-2395	470-477	250th	Queen - Penn	Less cover in post	Add 2in gravel
2381-2388	477-485	250th	Penn - Hwy 36	Less cover in post	Add 2in gravel
2384	482	250th	0.7 mi N of Penn	Pipe damaged	Replace CMP
1101-1109	485-494	250th	Hwy 36 - Nickel	Less cover in post	Add 2in gravel
2537-2550	419-431	260th	At Shady	Pavement damage	Repair pavement with mill and overlay
1928-1934	505-512	Penn	280th - 290th	Light in post	Add 2in gravel
1944-1952	521-530	Penn	300th - 310th	Light in post	Add 2in gravel
2046-2056	531-541	Queen	270th - 280th	Light in post	Add 2in gravel
2275-2280	556-560	Queen	0.6 E of 290th - 300th	Larger ruts in post	Fix ruts
115-121	580-586	Rock	280th - 290th	Bare in post	Add 2in gravel
197-215	605-620	Shady	270th - 300th	Light/bare in post	Add 2in gravel
216-229	621-629	Shady	300th - 0.4 E of 300th	Bare in post, no crown in post	Add 4in gravel and add crown
493-502	630-639	280th	Shady - Rock	Bare in post	Add 2in gravel
425-455	662-693	290th	Timber - Penn	Bare in post	Add 2in gravel

High Banks Wind - District 9 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
458-459	696-697	290th	0.1 mi N of Penn	Damage and dented on top of CMP W and E end	Replace CMP
2213	740-741	310th	0.1 mi N of Shady	Pipe damaged	Replace CMP
2210-2219	738-749	310th	Shady - Rock	Bare in post	Add 2in gravel
2230-2243	763-773	310th	Queen - Penn	Bare in post	Add 2in gravel
2258	784	310th	0.7 mi N of Hwy 36	Larger ruts in post	Fix ruts
2325-2339	357-372	270th	Queen - US 36	Road never rocked, not well when wet	Add 2in gravel
2038-2045	531-540	Queen	260th - 270th	Road not well when wet	Add 2in gravel

High Banks Wind - District 10 - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
295-297	46-49	Timber	0.5 mi W of 300th - 300th	Ruts and less gravel in post	Fix ruts and add 2in of gravel
1065-1070	10-14	250th	0.4 mi N of Union - Timber	Roadway is soft	Rebuild roadway and add 2in of gravel
349-355	62-69	300th	Union - Hwy 148	Less gravel in post	Add 2in of gravel

High Banks Wind Miscellaneous Items - Damage Summary (Republic County)

Pre-Construction Page	Post-Construction Page	Route	Location	Damage Description	Proposed Fix
N/A	N/A	Varies	Varies	Haul routes that were not graveled	Install gravel along haul routes
N/A	N/A	Varies	Varies	Temporary turning radii still in place	Remove all temporary turning radii, restore to pre-existing conditions, and address any damages
N/A	N/A	Varies	Varies	Service roads need to be upgraded	Add gravel to identified service roads
N/A	N/A	Varies	Varies	Temporary signage and markers	Remove all temporary signage and markers installed by wind project
N/A	N/A	Varies	Varies	Construction material and debris in County ROW	Remove all construction material and debris from County ROW
N/A	N/A	Varies	Varies	Access road entrances	All temporary and permanent access road entrances need seeded and stabilized, pipes need installed to address any drainage issues
N/A	N/A	Varies	Varies	Disturbed areas within County ROW	Stabilize and seed areas as necessary
N/A	N/A	Varies	Varies	Erosion control	Install and maintain erosion control as necessary per SWPPP
N/A	N/A	Varies	Varies	Utility markers	All permanent utility markers need installed above underground collection lines at edge of ROW
N/A	N/A	Varies	Varies	As-Built Drawings	Project as-built drawings need drafted and submitted to County
N/A	N/A	Varies	Varies	County performed repairs to haul routes	Reimburse County for all haul route repairs
N/A	N/A	Varies	Varies	On-going dust control	Project shall perform on-going dust control until construction is completed
N/A	N/A	Varies	Varies	On-going maintenance along haul routes	Project shall perform on-going maintenance until construction is completed