

7.30.2025

PRAIRIE COUNTY HAUL ROUTE AGREEMENT

THIS HAUL ROUTE AGREEMENT is made and entered into this ____ day of ____, 20__ by and between Prairie County, 421 Hoagland Ave, Terry, MT 59349 hereinafter designated as the "County", and _____ hereinafter designated as "X".

WHEREAS, X plans to:

WHEREAS, X desires to use certain paved and/or unpaved County Roads (as defined below) for purposes related to the:

ALL HAULING ACTIVITIES STRICTLY LIMITED TO THE FOLLOWING COUNTY ROADS:

WHEREAS, the County is responsible for constructing, altering, improving, and maintaining County Roads under the supervision and direction of the Road Supervisor; and

WHEREAS, the County and X anticipate that as a result of X's use of County Roads, a significant increase in traffic will occur, resulting in accelerated deterioration of the road; and as a result, repairs or improvements and/or additional maintenance may be required and additional maintenance expenses may be incurred;

WHEREAS, the County desires to grant to X its consent to utilize the County Roads subject to the terms and conditions set forth herein; and

WHEREAS, these recitals are intended to be a substantive part of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE STATEMENT:

- a. This Haul Route Agreement shall govern X's responsibilities for use, maintenance, and repair of any Haul Road during and after the use of said roads by X's use of the said roads for X's proposed project, to the extent X hauling operations will cause accelerated deterioration of, or damage to, County Roads. This Agreement shall apply to X, its employees, contractors, customers or authorized designees thereof.

2. DEFINITIONS:

- a. Additional Maintenance. “Additional Maintenance” means grading, reshaping, repair, and/or modification performed on County Roads, Right of Ways, Bridges, Culverts and Auto Gates in excess of the same operations performed as Routine Maintenance (as defined below) by the **County**.
- b. Applicable Warranty Period. “Applicable Warranty Period” means, with respect to any repairs, modifications, Additional Maintenance, and Improvements and/or Additional Maintenance s performed by **X** and its subcontractors hereunder, the time period that begins on the date said repairs, modifications, etc. to Haul Roads are complete and ending on that date that is One (1) year after such completion date.
- c. Bond. “Bond” means a performance bond in a form reasonably satisfactory to the **County**, and/or State obtained by **X** to guarantee the performance of its contractual obligations to the **County**.
- d. County Road(s). “County Road(s)” means a public street, public road, or other public way, including shoulders and Right of Ways, designated for the purpose of vehicular traffic and under the jurisdiction of the **County**, to include the County Right Of Way of the County Road.
- e. Haul Road(s). “Haul Road(s)” means any county road, bridge, or other structure identified in the Haul Route Map, attached as **Exhibit A**, which is anticipated to be used by **X** for transporting Project items, including, but not limited to products, equipment, materials, and/or supplies.
- f. Haul Route or Access Route. “Haul Route” or “Access Route” means the system of approved Haul Roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the **County**.
- g. Improvements. “Improvements” mean County Road improvements undertaken by **X** or the **County**, including but not limited to the widening or modification of roadway approaches, right of ways, installing new culverts or replacing current culverts, installing auto gates or replacing/resetting/repairing auto gates, to accommodate **X**’s vehicles and equipment, and required by the **County** to accommodate **X**’s anticipated use of County Roads as Haul Roads.
- h. Materials. Materials mean anything that is used to build, repair, maintain, alter, or modify county roads and county right of ways. Material includes but not limited to any and all types of aggregate, culverts, cattle guards (auto-gates),
- i. Routine Maintenance. “Routine Maintenance” means grading, reshaping, repair and/or modification of **County** Roads and its right of ways, and cleaning, replacing, servicing, auto gates and culverts and bridges which would occur in the absence of the use of a road as a Haul Route. Schedule of “Routine Maintenance” is determined by the **County**’s operator assigned to the road and/or by the Prairie County Road Department Supervisor.
- j. Written Notice. “Written Notice” means a letter, statement, notice, or memo, sent by mail and received via the United States Postal Service, containing a letter head, printed name and signature of an authorized designee who has authority to compose, sign and mail the Written Notice.

3. AGREEMENT AS TO ROAD HAUL USE:

- a. X understands and agrees that, although the Haul Roads covered by this Agreement are County Roads and are subject to normal traffic use, X, by virtue of its use of the County Roads as a Haul Route, assumes responsibility for all damages to, and Additional Maintenance required on, such County Roads, right of ways, bridges, culverts and auto gates that are authorized to be used by X's, its employee's, its contractor's, customer's or authorized designee's use of County Roads as Haul Roads as determined by the County.
- b. The County hereby agrees to X's use of the above said Haul Roads identified in the **Haul Route Map** attached as **Exhibit A** to this Agreement and covered by this Agreement, subject to the conditions stated herein. The **Haul Route Map (Exhibit A)** shall be created by the County.
 - i. X, its employees, customers, contractors, other designees or anyone associated with the wind farm shall not deviate, whatsoever, from the approved roads as shown in **Exhibit A**. X shall bear all responsibility and costs/or fines from any deviation from the roads as shown in **Exhibit A**, by X, its employees, customers, contractors or other designees. X understands and agrees that the County reserves the rights to temporarily or permanently revoke X's privilege of use of county roads as a Haul Route should any deviation from **Exhibit A** takes place by X, its employees, customers, contractors or other designees.
- c. X shall be responsible to obtain any and all required permits and licenses which any county, state or federal agency, may require to operate or move its vehicles on County Roads or to perform work in Prairie County. Proof of required permits shall be given to the County. X agrees that it shall not perform any type of work or use any of the Haul Roads until all required permits and licenses are obtained.
- d. Nothing in this Agreement relieves X, its employees, customers, contractors, or other designees, from complying with all requirements specified by law, including speed limits, weight restrictions, or other restrictions, as determined by any county, state or federal agency.
- e. X, its employees, customers, contractors or other designees associated with X shall comply with all State & Federal Motor Carrier Services (MCS) as well as all State & Federal Laws, Regulations and Administrative Rules. Any and all vehicles/equipment that do not meet statutory lengths, heights or weights, must obtain a special permit from MCS, at their own expense, prior to use of County Roads. Proof of all permits shall be given to the County.
- f. Any Improvements and/or Additional Maintenance of the Haul Road(s) necessitated by X's operations and agreed upon by both parties shall be considered incidental to the hauling performed, and shall be made at X's sole expense.
- g. If either party to this Agreement determines, in its reasonable discretion, that an Improvements and/or Additional Maintenance to a Haul Road is necessitated due to X's operations, it shall notify the other, in writing. Any such Improvements and/or Additional Maintenance shall be authorized by county permit in accordance with the County's standard permitting procedures, if any.
- h. Any required Improvements, Modifications and/or Additional Maintenance shall be constructed in accordance with the written specifications of the County, which specifications shall be provided to X at least fifteen (15) days prior to the scheduled commencement of construction of such Improvements, Modifications and/or Additional

Maintenance. X agrees to strictly adhere to and not in any way deviate away from the specifications it receives from the County.

- i. Any and all materials used by X to repair, rebuild, improve or modify any County Road shall meet the following stipulations and Plasticity & Gradation Requirements:
- j. Material sizes, diameters, lengths, and types, depths, etc to include but not limited to culverts, cattleguards and aggregate shall be determined by the county road supervisor.
- k. Aggregate shall be tested, by a certified engineering firm, to the Plasticity and Gradation in accordance with the table below in EXHIBIT C at no more than every 25 truckloads regardless of the intermission between projects, roads and truck loads. Reports of each test shall be given to **The County** immediately following each test.
- l. X shall bear any and call costs associated with ensuring and testing of the aggregate used on County Roads.
- m. X understands and agrees that only aggregate that conforms to the specific Plasticity & Gradation Requirements as set forth by The County shall be used on any portions of the Haul Road unless requested in writing from X to The County and approved.
- n. X, its employees, customers, contractors, or other designees may travel only on designated approved Haul Roads, as described on page 1 and on the attached Exhibit A, and shall be conducted in a manner by as to prevent damage to existing infrastructure; to include auto gates, bridges, and culverts.
- o. All weight limits and a strict speed limit of no greater than 35 MPH shall be followed by any and all types of vehicles/equipment and any drivers associated with X's use of the Haul Road. **When approaching any oncoming vehicles or when approached from behind**, any and all drivers of any and all forms of vehicles/equipment, associated with X's use of the Haul Road, shall slow down to 20 MPH or less and/or pull over and completely stop when meeting any oncoming vehicle of any type and/or for any vehicle of any type, approaching from behind. X understands that should any driver of any vehicle associated with X deviate from this section, the County reserves the right to ban the driver and the vehicle associated with X from the use of County Roads, in association with performing for work related to X
- p. X agrees to and will ensure that **any and all tractor trailers with Tag Axles**, shall lower and utilize the Tag Axles at all times while using any portion of the Haul Route. X shall complete **EXHIBIT B**.
- q. If such infrastructure is damaged by X, its employees, customers, contractors, or other designees, while using any portion of the Haul Route, X shall immediately stop **ALL** of its travel on **ALL** portions of the Haul Route, immediately inform the County, and immediately make temporary repairs to minimize further damage and assure continued public access and safe passage. X then shall, at their own expense, make permanent repairs at the first available opportunity to a reasonable satisfactory condition in consultation with the County.
- r. If, during X's, its employees, customers, contractors, or other designees use of a Haul Road, the County reserves the right to, at any time, reasonably determine that additional Improvements and/or Additional Maintenance(s) is necessary, that is outside of the County's scheduled maintenance routine, notice shall be given to X of required Improvements and/or Additional Maintenance. Use of the Haul Road may continue, pending installation or completion of any Improvements and/or Additional Maintenance, provided such continued use will not jeopardize the public safety or the integrity of the

Haul Road. Any and all Improvements and/or Additional Maintenance s performed by X or any of its employees, customers, contractors or other designees shall be at the sole expense of X and shall include and strictly adhere to the following road specifications;

- s. The entire length of the Haul Road must maintain, at all times, a **strict 3% - 4% crown**, excluding supers on curves and corners,
- t. The entire length of the Haul Road must maintain, at all times, a **maximum width of no wider than 26 Feet and a minimum width of no less than 24 Feet**.
- u. Aggregate shall **never** be pushed to the side of the Haul Road or into the ditch at any time, whatsoever. Berms of any size of any material shall not be left anywhere on the Haul Road, the shoulders or anywhere in the right of way by X or its designees used to maintain the Haul Road.
- v. The Road Supervisor may periodically measure and inspect the Haul Road. If the road supervisor determines that Haul Road does not adhere to these standards listed in this agreement, due to X's use of the Haul Road, X shall be notified by the Road Supervisor by phone call or email and once notified X shall immediately improve/correct the Haul Road to the standards listed in this section. If any aggregate is pushed off into the ditch or right of way and cannot be retrieved, due to X's use or Improvements and/or Additional Maintenance of the Haul Road, X, once notified by the Road Supervisor by phone call or email, shall immediately replace the aggregate at its own expense, to the amount and specifications as determined by and to the satisfaction of the Road Supervisor.
- w. If the County has to perform any work to correct the Haul Road to the standards listed in this section, it shall bill X the current FEMA Equipment rate for equipment use, fuel for equipment, the current costs of any material used and hours/wages of County employees as determined under the Davis-Bacon Prevailing Wage Act. X agrees to reimburse the County, in full, without question, for any work performed, wages, fuel, equipment and material used on such required Improvements, Modifications and/or Additional Maintenance of the Haul Road.
- x. Prior to and during the use of any part of the Haul Route that is unpaved, X, at its sole expense, shall apply and maintain a dust palliative to such roads no less than 1/4 mile before and no less than 1/4 after any and all residences, corrals, stockyards, barns, quonsets, wells, hay fields, stock tanks and road intersections and/or other areas identified by **The County**. The dust palliative to be used shall be **MAG CHLORIDE**. The application of the dust palliative must be applied to product specifications including proper road preparation before product is applied. The dust palliative must be applied prior to use of the Haul Roads and reapplied as needed or when determined by **The County**. Water may be used on some areas of the Haul Roads only with a written request from X and with the written approval and permission of the **County**.
- y. X agrees that X, its employees, customers, contractors, or other designees **shall not travel** on the Haul Road, at all, by any vehicle, whatsoever, when the Haul Road is **damp or wet, in any way and in any amount**. X agrees that the Haul Road **shall only be traveled** when the Haul Road is **completely dry and/or frozen**. Should any precipitation develop while actively using the Haul Route, X agrees that they shall immediately stop all operations until the Haul Road is dry and continued use is approved by the Road Supervisor or his designated representative. X agrees to not use the Haul Road until approval is obtained from the Road Supervisor or his designated representative first.
- z. X shall strictly conform to the Manual Uniform of Traffic Control Devices as well as the Montana Guidelines for Temporary Traffic Control. "Equipment Entering" or "Trucks

Hauling” signs shall be placed, at X’s expense at the following locations as set forth by the County. _____

- aa. X understands the signs shall conform to the Manual Uniform of Traffic Control Devices and shall ensure the signs are always in place, visible and in good conditions to ensure that the traveling public is made aware of their presence.
- bb. X understands and agrees that the County will only maintain the Haul Roads, in accordance to its routine maintenance schedule and shall not accept or fulfill any demands that presses on the **County** to maintain the Haul Road outside of the **County**’s routine maintenance schedule. X understands that any and all minor maintenance to include but not limited to the blading of washboards and/or ruts, that may be needed on the Haul Road between or outside of the County’s routine maintenance schedule, shall all be done by X, at its own expense, and to the standards of the **County**, including but not limited to the requirements as stated in Section 5 of this agreement. X understands and agrees that any blading of washboards and/or ruts and smoothing of the Haul Road shall be done only with motor graders and no other type of equipment.
- cc. X shall, at its own expense, control all noxious weeds along all Haul Roads and in accordance with the Montana Noxious Weed Control Act (MNWCA). All chemical shall be applied by a licensed or certified individual in accordance with MNWCA and according to the manufacturer’s recommendations. X understands and agrees that there shall be NO overspray, at all, onto any landowner crops/fields. All cattleguards and bridges shall be sprayed. Spraying shall not occur when the wind is more than 10 miles per hour.
- dd. X understands that all cattleguards must conform to the County Road Policy. Should a cattleguard need to be bigger than 24’, X shall request, in writing, with an aerial map of the location of the cattleguard, asking for approval from the County to widen the cattleguard. X understands that should the cattleguard extend beyond the county right of way, it shall obtain written approval from any landowner(s) whose land the cattleguard will affect. Any and all fences that need to be moved and reattached shall be the responsibility of X and to the satisfaction of the landowner(s) and/or the County.
- ee. X shall submit for a Dawson County Encroachment Permit for any and all forms of encroachments onto the County’s roads, to include but not limited to, cattleguards, culverts, buried cable markers, transmission lines and any and all approaches that belong to service roads.
- ff. X understands that each individual encroachment must have its own encroachment permit that there shall be no “blanket encroachment permits” and that each encroachment will require the fee to be paid, in full, within 30 days of receipt of invoice. X understands that encroachment permit fees are not considered part of “impact fees”
- gg. X shall mark ever buried transmission line/cable with a marker. Each sign shall be maintained in perpetuity by X. The County shall not be responsible in any replacement or maintenance of buried transmission.
- hh. X shall, post on every non-approved county road that intersect with approved haul roads with a sign, no smaller than 24” X 18” that says “NO WINDFARM TRAFFIC OF ANY KIND OR VEHICLE ALLOWED BEYOND THIS POINT”. The type of posts to be used for each sign shall be determined by the Road Supervisor. X understands that it is

solely responsible for the cost of the signs, posts, placement and maintenance of all of the signs.

- ii. Any and all signs of any kind that X is required to place shall be in accordance with the Manual of Uniformed Traffic Control Devices (MUTCD).

jj.

4. PRE-USE ASSESSMENT:

- a) Within **10** days following the Effective Date of this Agreement, **X** and the **County** shall conduct a joint Pre-Use Assessment of the Haul Roads and, together, drive through the approved Haul Route, to observe, photograph and video the condition of the Haul Roads, and right of ways, to include auto gates, bridges and culverts, to determine their suitability as potential Haul Roads. The Pre-Use Condition Assessment shall include:
 - b) Video and photographing and notes of the existing Haul Roads to document Pre-Use conditions;
 - c) Document weight restrictions and speed limits to be determined and supplied by County. **X** understands that weight restrictions may vary throughout the use of this agreement;
 - d) Inspect all culverts, bridges and auto gates along the Haul Route by video and photograph and notes
 - e) Should **X** fail to perform the Pre-Use Assessment of the Haul Route or to include **The County** in a Pre-Use Assessment of the Haul Route, **The County** shall perform its own Pre-Use Assessment of the Haul Route and **The County's** Assessment shall be the only one used when compared to the Post-Use Assessment as explained in Section 5(C).
 - f) Within 15 days after completion of the Pre-Use Assessment, the **County** will:
 - g) Advise **X**, in writing, whether **X's** desired use of a County Road will be permitted or denied as a Haul Road; and, if permitted;
 - h) Advise **X**, in writing, of any Improvements, Modifications and/or Additional Maintenance(s) that will be required for **X** to utilize a County Road as a Haul Road. **X** agrees that it shall not use any County Road as a Haul Road, in any manner, until it has received the **County's** written permission and until all Improvements and/or Additional Maintenance(s) required by the **County** have been fully completed to the **County's** reasonable satisfaction.
 - i) **X** shall complete, to the satisfaction of the **County**, any and all required Improvements, Modifications and/or Additional Maintenance(s), within no less than 10 days of **X** use of the Haul Route.
 - j) Copies of all videos, photographs, pictures, drawings, assessments, reports, recommendations, notes, and other documents reflecting the findings of the Pre-Use Assessment, that **X** has, shall be immediately provided to the **County** at no cost to the **County**. If requested, in writing, by **X**, copies of all videos, photographs, pictures, drawings, assessments, reports, recommendations, notes, and other documents reflecting the findings of the Pre-Use Assessment, that the **County** may have, shall be provided to **X** at no cost to **X**.

5. POST-USE ASSESSMENT

- a. Once **X** has ceased using the Haul Roads for the purposes stated on page 1, **X** shall notify the **County** in writing that it has ceased operations.

- b. Within 10 days of **X** providing written notification to the **County** that its operations have ceased, **X** and the **County** shall conduct a joint Post-Use Assessment of the Haul Roads and together drive through to observe, photograph and video the condition of the Haul Roads, and right of ways, to include auto gates, bridges and culverts, to determine what, if any, maintenance is required to restore the Haul Roads to their Pre-Use condition, subject to normal wear and tear that would occur in the absence of **X**'s use of the County Roads as Haul Roads. Should **X** fail to perform the Post-Use Assessment of the Haul Route or to include **The County** in a Post-Use Assessment of the Haul Route, **The County** shall perform its own Post-Use Assessment of the Haul Route and **The County's** Post-Use Assessment shall be the only one used when compared to the Pre-Use Assessment as explained in Section 5(A).
- c. Copies of all videos, photographs, pictures, drawings, assessments, reports, recommendations, notes, and other documents reflecting the findings of the Pre-Use Assessment, that **X** has, shall be immediately provided to the **County** at no cost to the **County**. If requested, in writing, by **X**, copies of all videos, photographs, pictures, drawings, assessments, reports, recommendations, notes, and other documents reflecting the findings of the Pre-Use Assessment, that the **County** may have, shall be provided to **X** at no cost to **X**.
- d. The scope and process of the Post-Use Assessment shall be substantially the same as the process for determining the Pre-Use Condition of the Haul Roads during the Pre-Use Assessment described above in Paragraph 5 A above.
- e. Damage to any Haul Roads, right of ways, auto gates, bridges, and culverts and Additional Maintenance required, if any, will be determined in a joint meeting with **X** and the **County** by comparing the Pre-Use Assessment to the condition following **X**'s use of the Haul Roads as documented by the Post-Use Assessment, taking into account the normal wear and tear that would occur in the absence of **X**'s use of the County Roads as Haul Roads.
- f. Within 10 days after the joint meeting of the Post-Use Assessment, the **County** shall notify **X** in writing of any Additional Maintenance that the **County** reasonably determines is the obligation of **X**. **X** agrees that it will perform the Additional Maintenance required of **X** by the **County** and shall restore the Haul Roads, right of ways, auto gates, bridges, and culverts to at least as good as condition, if not better than, as existed prior to **X**'s use of the Haul Roads.
- g. Should the **County** desire any Improvements, Modifications and/or Additional Maintenance(s) to remain, if any, it will inform **X**, in writing, the locations that it wants to remain. **X** agrees to leave those specific improvements or modifications, as is, that the **County** identifies,
- h. If the parties disagree, in good faith, on the Additional Maintenance to be performed, **X** will notify the **County** of its objection within 10 days of its receipt of the **County's** notice of Additional Maintenance. If the parties cannot agree on the Additional Maintenance to be performed, the parties, together, shall choose a third-party certified engineering firm (the "**Engineering Arbitrator**"), licensed by the State of Montana, to review the Pre-Use and Post-Use Assessments and determine what Additional Maintenance is required. If the parties cannot agree on the selection of the **Engineering Arbitrator**, each party shall select its own third-party certified engineering firm, licensed by the State of Montana and those two firms shall work together to select the **Engineering Arbitrator**. The parties shall equally share all costs incurred in connection with the dispute resolution procedure described in this subsection.

- i. The parties hereto agree to abide by the final determination of the **Engineering Arbitrator**.

6. ASSUMPTION OF RISK AND LIABILITY

- a. The **County** has not made and does not herein make any representation as to the present or future condition of the County Roads, bridges, culverts or auto gates, and **X** assumes all risks of damages to property of or injury to, **X**, its employees, customers, contractors, County employees the traveling public, local landowners, or other designees pursuant to this Agreement, to include any entity or individual, performing any type of work for **X**, directly or indirectly **OR** (if applicable) when mining and removing & hauling aggregate from

(Name and aggregate Pit Number of DEQ approved and permitted aggregate pit).

- b. **X** will not be responsible or liable for any accident, injury, tort, or other theory of liability to any third party by virtue of this Agreement, except insofar as a claim shall be based upon an act of willful misconduct, negligence or omission of **X**, its employees, customers, contractors, or other designees.
- c. **X** agrees and covenants to indemnify, defend, and hold the **County** harmless from and against any and all loss, damage, costs, charges, liability, claims, demands, or judgments (collectively, the "**Claims**"), whether to persons or property, directly arising as a result of **X**'s, or its employees, customers, contractors, or other designees acting under **X**'s authority, exercising of its rights under this Agreement, except to the extent that such **Claims** result from the apparent and proven negligence, recklessness, or willful misconduct of the **County** or anyone acting on the **County**'s behalf. **X** understands that **The County's** decision on when to perform routine maintenance and how often shall **NOT** be considered a form of negligence, recklessness or willful misconduct.
- d. In case any claims shall be brought against the **County** directly as a result of **X**, or its employees, customers, contractors, or other designees acting under **X**'s authority, exercise of its rights under this Agreement, **X** agrees and covenants to pay all costs, charges, reasonable attorney fees, and other expenses and any and all judgments that may be incurred by or obtained against the **County**, including all such costs incurred by the **County** to enforce this provision, except to the extent that such Claims result from the apparent and proven negligence, recklessness, or willful misconduct of the **County** or anyone acting on the **County**'s behalf.
- e. **X** shall maintain Public Liability and Property Damage Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate, and shall name **Prairie County, Montana and specifically the Prairie County Road Department** as an additional insured. **X** shall provide proof of said coverage to the **County** before any form of transportation or hauling will be allowed on any County roads and approval in writing from the **County** is received by **X** to begin use of County roads. Proof of said coverage shall be supplied annually to the **County** until this agreement is terminated. Failure to provide proof of said coverage, annually, will result in **The County** stopping **X**'s its employees, customers, contractors, or other designees use of any and all County roads until above said proof is received by **The County**.
- f. No third-party beneficiary may claim or assert any benefit or right, either directly or indirectly, by or through this Agreement.

- g. The **County** hereby acknowledges that this Agreement does not alter or in any way otherwise shift responsibility from the **County** to **X** for performing Routine Maintenance on, and ensuring the safety of, County Roads.

7. BOND

- a. A Bond, standby letter of credit, or other form of security acceptable to the **County**, will be required in an amount to be determined subsequent to designation of the Haul Route. The Bond posting dates must be for a period starting no later than the date of commencement of **X's** use of County Roads and ending upon confirmed termination of this agreement by the **County**. The Bond or other form of security shall be set at **\$100,000** per mile for each Haul Road. Bond shall be submitted to the **County** before any part of this agreement will become effective.

8. WARRANTIES

- a. **X** warrants that it shall perform and complete all Improvements and/or Additional Maintenance(s) made to Haul Roads under this Agreement in a good, respectable and workmanlike manner.
- b. **X** warrants that all Improvements and/or Additional Maintenance(s) made to the Haul Roads under this Agreement shall be free from defects in material and workmanship for the Applicable Warranty Period. **X** shall remedy any defects in any Improvements and/or Additional Maintenance(s) performed hereunder by **X** and its subcontractors during the Applicable Warranty Period. The Warranty Period will be 1 full calendar year from the termination of this agreement. After the Warranty Period, **X**, may request from the **County**, a Release of Liability of this agreement.

9. SALE OF X

- a. **X** agrees to immediately inform the **County** of any thought, plan, idea or attempt to sell out to another entity, before any sale occurs, if any.
- b. If, for any reason, **X** is sold, the purchasing entity will accept, absorb, assume and will be bonded by any and all obligations, responsibility and liability set forth by the terms of this Agreement. **The County** reserves the right to accept or deny any reviews and/or revisions to this contract if requested by the purchasing entity.
- c. **X** agrees to ensure that the purchasing agency is made aware of this Agreement and the purchasing **X** will, in writing, agree to accept this Agreement as part of the acquisition of **X**.
- d. If the purchasing entity refuses or denies entering into this Agreement, **The County** reserves the right to terminate this agreement and ban and/or evict the purchasing entity from the use of county roads for any and all forms of activity in association **X** and may take legal actions if necessary.
- e. If sale of **X** and/or the ban/eviction shall occur to the purchasing agent, **X** understands that **The County** will not accept, absorb, assume, nor be assigned or responsible for any Agreements made between **X** and any landowner or other entity or anyone else and that **X** understands that they must fulfill the Agreements in its entirety at its own expense. **X** understands that if purchasing entity refuses to absorb this agreement, **X** shall still be bound by this agreement until the purchasing entity enters into an agreement with the **County**.

10. TERMINATION

- a. This Agreement may be terminated by the **County** when any of the following occurs:
- i. Violation by **X** of any of the terms of this Agreement, and such violation does not give rise to a dispute pursuant to Section 8 of this Agreement and continues for fifteen (15) days after **X**'s receipt of written notice from the **County**; provided, however, in the event such violation cannot, by its nature, be cured within fifteen (15) days after receipt of written notice from the **County**, **X** shall have such longer period of time as reasonably necessary to cure such violation so long as **X** has commenced to cure such violation within said fifteen (15) days after **X**'s receipt of written notice from the **County** and thereafter diligently prosecutes such cure to completion;
 - ii. Where continued use by **X**, its employees, customers, contractors, or other designees of County Roads under this Agreement will, in the **County**'s reasonable determination, endanger infrastructure and/or public health, safety or welfare; or
 - iii. **X** notifies the **County** in writing, that it has permanently ceased hauling operations, at which time a Post-Use Assessment will be conducted and **X** will perform the Additional Maintenance required, if any, to return the Haul Roads to their Pre-Use condition, to the satisfaction of the **County**, subject to normal wear and tear that would occur in the absence of **X**'s use of the **County** Roads as Haul Roads, all pursuant to the terms of this Agreement.
 - iv. Upon termination of this Agreement, for any reason, **X**, its employees, customers, contractors, or other designees shall immediately cease any and all use of the Haul Route for any operations covered by this Agreement. The termination of this Agreement shall not prejudice the **County**'s right to collect damages from **X** that has incurred theretofore or thereafter accruing, on account of **X**'s its employees, customers, contractors, or other designee's use of the Haul Route. If, after termination of this Agreement, **X** wishes to resume hauling operations, **X** understands that it shall request to enter into a new Haul Route Agreement.

11. DISPUTES

- a. In the event a dispute arises between the parties to this Agreement, the dispute shall be submitted to an Arbitrator for resolution and determination. The Arbitrator shall be selected by agreement of both parties. If the parties cannot agree on an Arbitrator, an Arbitrator shall be appointed by the Board of Prairie County Commissioners. The findings of the Arbitrator shall be final and conclusive as to the parties. Arbitration shall be completed within ninety (90) days of the selection of the Arbitrator. The costs of arbitration shall be apportioned by the Arbitrator according to the principle that the losing party should pay the winning party's cost.

12. VENUE

- a. This Agreement is governed by the laws of the State of Montana. The parties hereto agree that any litigation concerning this Haul Route Agreement must be brought in the Seventh Judicial District in and for the County of Prairie, State of Montana. The prevailing party shall be entitled to payment of costs and attorney's fees.

13. COMPLIANCE WITH LAWS AND REGULATIONS

- a. **X** shall comply with all Federal, State, County, and City laws and regulations.

14. SEVERABILITY

- a. If any portion of this Agreement is held invalid, it shall have no effect upon the validity of the remaining portions of this Agreement.

15. SCOPE AND CONSTRUCTION OF TERMS

- a. The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

16. NOTIFICATIONS

All notices and oral or written communications relating to this agreement may be forwarded to:

Prairie County Road Department

ATTN: Todd Henry,

421 Hoagland Ave.

Terry, MT 59349

406-635-5436

17.

ON BEHALF OF:
XXXXXXXXXX

PRINTED NAME:

SIGNATURE

TITLE:

PHONE:

DATE:

ACKNOWLEDGEMENT FOR:
XXXXXXXXXX

STATE OF MONTANA)
:SS
COUNTY OF PRAIRIE)

On this _____ day of _____, 20____, before me,
the undersigned, a Notary Public for the State of Montana, personally
appeared _____ and
_____, known to me to be the
the person(s) whose name(s) is subscribed to the within instrument, and
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal the day and year in this Certificate first above written.

SIGNATURE

Notary Public of the State of Montana

Residing at _____

My Commission Expires: _____

ON BEHALF OF:
PRAIRIE COUNTY ROAD DEPARTMENT

PRINTED NAME:

SIGNATURE

TITLE:

PHONE:

DATE:

ACKNOWLEDGEMENT FOR:
PRAIRIE COUNTY ROAD DEPARTMENT

STATE OF MONTANA)
:SS
COUNTY OF PRAIRIE)

On this _____ day of _____, 20____, before me,
the undersigned, a Notary Public for the State of Montana, personally
appeared _____ and
_____, known to me to be the
the person(s) whose name(s) is subscribed to the within instrument, and
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal the day and year in this Certificate first above written.

SIGNATURE

Notary Public of the State of Montana

Residing at _____

My Commission Expires: _____

ON BEHALF OF:
PRAIRIE COUNTY COMMISSIONERS

PRINTED NAME:

SIGNATURE

TITLE: _____

PHONE: _____

DATE: _____

ACKNOWLEDGEMENT FOR:
PRAIRIE COUNTY COMMISSIONERS

STATE OF MONTANA)

:ss

COUNTY OF PRAIRIE)

On this _____ day of _____, 20____, before me,
the undersigned, a Notary Public for the State of Montana, personally

appeared _____ and

_____, known to me to be the
the person(s) whose name(s) is subscribed to the within instrument, and
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal the day and year in this Certificate first above written.

SIGNATURE

Notary Public of the State of Montana

Residing at _____

My Commission Expires: _____

EXHIBIT B

Traffic Estimate: The Agent must thoroughly complete the following items below.

(May attach a separate sheet with detailed information for each item.)

- I. Estimated number of vehicle trips per day by **The Agent**, its employees, customers, contractors, or other designees; _____

- II. Estimated hours and dates of travel; _____
- III. Anticipated vehicle types (to include pickups and cars), trailers, and combinations, number of axles, distance between axles, and tire sizes: _____

- IV. Specific types of equipment/vehicles (to include pickups and cars), materials, products and/or supplies anticipated to be transported by **The Agent**, its employees, customers, contractors, or other designees **and** estimated quantities of each type of equipment/vehicles (to include pickups and cars), materials, products and/or supplies.

- V. **The Agent** understands and agrees that the **max** Gross Weight Loadings of any and all vehicles/equipment, shall be limited to 80,000 pounds.

EXHIBIT C

REQUIRED SEIVE SIZE	PERCENT PASSING
3/4"	80-90%
1/2"	60-80%
No. 4	50-70%
No. 8	37-60%
No. 40	13-35%
No. 200	4-18%
Plasticity Index	7-10%