

EXHIBIT B

AMENDED AND RESTATED ROAD USE AGREEMENT (FORM OF)

Gibson Solar, LLC or its permitted assigns
Company Name

Gibson County Commissioners
225 N. Hart Street, #105
Princeton, IN 47670

AND

Company Address

Company Phone Number

ROAD USE AGREEMENT NUMBER 202_____ (to be executed no later than 90 days prior to the start of construction)

Roads Bonded:___

_____ from _____ to _____ (_____ miles of blacktop/gravel)

_____ from _____ to _____ (_____ miles of blacktop/gravel)

_____ from _____ to _____ (_____ miles of blacktop/gravel)

(all as identified on Exhibit A attached hereto)

= Total Mileage _____ miles

WHEREAS, Gibson Solar, LLC, a Corporation authorized to do business in the State of Indiana (herein after called the "Company"), desires to utilize existing Gibson County Roads _____ in Patoka and Union Townships as shown on a map attached hereto as Exhibit A (collectively the "Roads") for a length of approximately _____ miles to haul "Heavy Equipment" (defined as use of vehicles weighing more than X pounds per axle and/or comprised of more than X axles) and materials necessary to complete the construction of a commercial scale solar project (the "Project"), as well as to utilize the Roads generally with other motor vehicles;

WHEREAS, there is the possibility that the Roads, including, but not limited to the surface, base, ditches, berm, bridges, culverts, driveways, and other improvements, may be impacted by the Heavy Equipment that the Company desires to haul over the Roads; and

WHEREAS, Company desires to operate and maintain utility facilities and appurtenances related thereto (collectively, the "Facilities") in, on, under, over and across the Roads.

NOW THEREFORE, the Company and the Board of Commissioners of Gibson County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant to the Company the non-exclusive right to use said sections of the Roads for use by licensed motor vehicles, without restriction as to size, weight, and volume of loads, to haul Heavy Equipment and other items or materials to the Project job site.
2. County agrees that Company may install new driveways or entrances off of the Roads under a single form of County permit.
3. County agrees that Company shall have the right to use Road rights-of-way for transmission, electric and communication poles and lines (above ground or underground) based upon a plan presented by Company. Company shall also be allowed to install underground crossings under a single County permit form subject to compliance with the specifications set forth in this Agreement and also included in the County permit. The Road right-of-way uses are approved based on this Agreement and do not require further review or bonding when the permit form is submitted.
 - a. Company shall cut an “open trench” within Roads and the trench will be back filled and compacted in twelve (12) inch lifts two (2) feet beyond each shoulder with #53 stone.
 - b. Each boring or cut within a Road will be identified by general location, also by centerline coordinate.
 - c. Developer may also install overhead transmission line crossings across the Roads so long as the same are designed, constructed, installed, maintained, operated and removed in accordance with the National Electric Safety Code and other applicable state or federal rules, regulations or guidelines governing the clearance requirements above the Roads.
 - d. The Gibson County Highway Superintendent shall have the right to review and approve Company’s plan for use of the Roads for the Facilities, which such approval(s) shall not be unreasonably withheld, conditioned or delayed.
 - e. Company’s right to use the Roads for the Facilities shall be irrevocable for the life of the Project.
 - f. County will execute and deliver on request any and all instruments and documents which may reasonably be requested by Company in order to confirm and assure Company’s rights hereunder.
4. The Company agrees to use the Roads in a reasonable and prudent manner, consistent with construction activities, using reasonable care while sharing the Roads with other public traffic in a normal manner. Company shall provide to the County a video survey (the “Video Narrative”) of the Roads proposed to be bonded prior to the initiation of Project construction. Notwithstanding how the Roads are used, the Company agrees

to temporarily maintain for the duration of the construction the entire section of the Roads for safe public use, including all above individual specified parts thereof, to equal or better condition as existed on the date of the Video Narrative to the satisfaction of the Gibson County Highway Superintendent. Only the Roads specified in Exhibit A shall be used to haul Heavy Equipment, materials or loads.

5. The Company agrees, during the term of its use, to make reasonable repairs as needed, to the extent damage has been identified by the Commissioners and has been determined to be caused by negligent or abusive use of the Roads, including any necessary repairs to any damaged drainage ditches. The Commissioners may during such construction period, upon written notice to the Company, designate repairs and restoration to be made pursuant to the process set forth in Section 6 below.

6. In order to protect the interests of the Commissioners of Gibson County and its residents, the Company is required to provide for the Commissioners regarding Heavy Equipment use (but not to apply to ordinary truck or vehicle traffic) a surety bond in the amount of \$_____, to be submitted to the Auditor of Gibson County and credited to the Gibson County Highway Department account (the "Security"). The Security shall remain in full force and effect until the earlier of i) two (2) years or ii) the date that the Company provides written notice to the County that it has completed construction and has provided the County an updated Video Narrative comparing the condition pre-construction to that of post-construction. Should the Company fail to provide reasonable repairs and restoration to the Roads or drainage ditches as required by this Agreement during or upon completion of construction, the Commissioners, based on the Video Narrative, shall provide written notice of such to the Company specifying any deficiency and its location. If work to complete reasonable repairs and restoration is not completed with fifteen (15) business days of such notice, weather permitting and subject to the availability of necessary materials, the Security may be declared forfeited and payable to Gibson County, State of Indiana to the extent necessary to restore and/or repair the Roads or any part thereof and any drainage ditches. The Company shall remain liable, however, for any damages in excess of the Security. Notwithstanding the above, within fifteen (15) days of written notice to County by Company that the Project is substantially complete, County shall cause any desired inspection of the Roads and absent any written notice from the County within ten (10) days thereafter of the need for any reasonable repairs and restoration, the County shall be deemed to have accepted the condition of the Roads.

Notwithstanding the above, County agrees that it shall provide an invoice for amounts alleged to be owed pursuant to the above and allow Company thirty (30) days to pay off an invoice prior to the County drawing on the Security provided to the benefit of the County.

7. During construction by Company, should any other entity desire to utilize all or a portion of the Road route for construction purposes, and no other reasonable alternative road route is available, County shall require said entity to enter into a similar agreement, and the Company, the County and the other entity shall negotiate in good

faith for the apportionment between the Company and the other entity as to the possible costs of repair. This restriction shall not apply to residential construction.

8. During construction the Commissioners agree to provide five (5) days advance notice to Company of any road closures or restrictions that adversely impact the authorized uses under this Road Use Agreement, such as changes to weight limit restrictions or road closures due to weather that would adversely impact the ability of Company to conduct construction of the Project.
9. This Agreement shall be binding upon the parties, their successors, and assigns.

Agreement dated this _____ day of _____, 2021.

GIBSON SOLAR, LLC

By: _____
Authorized Signatory

By: _____
Authorized Signatory

GIBSON COUNTY COMMISSIONERS

By: _____
Printed: _____, Commissioner

By: _____
Printed: _____, Commissioner

By: _____
Printed: _____, Commissioner

EXHIBIT A

ROADS