

## ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT made in duplicate this 15<sup>th</sup> day of August, 2019 (the "**Effective Date**")

**B E T W E E N:**

**THE CORPORATION OF THE COUNTY OF ESSEX**

(hereinafter referred to as the "**County**")

**OF THE FIRST PART**

- and -

**ROMNEY ENERGY CENTRE LIMITED PARTNERSHIP, by its general partner, ROMNEY ENERGY CENTRE GP INC.**  
(hereinafter referred to as the "**Producer**", and together with the County, the "**Parties**")

**OF THE SECOND PART**

**WHEREAS** the Producer is a limited partnership, with its general partner, Romney Energy Centre GP Inc. being a corporation incorporated pursuant to the laws of the Province of Ontario;

**AND WHEREAS** the Producer wishes to make use of the Highways (as defined below) to make deliveries of wind turbine components and equipment to a site related to the construction of their wind energy project (the "**Project**");

**AND WHEREAS** the County has agreed to grant to the Producer the rights described in this Agreement upon the terms and conditions of this Agreement.

**NOW THEREFORE IN CONSIDERATION** of the consideration outlined herein, including payment by the Producer to the County of the sum of \$350,000.00 and other good and valuable consideration, the receipt and sufficiency of which the Parties hereto acknowledge and accept, and upon the terms hereinafter set forth, the Parties mutually covenant and agree as follows:

### 1. **INTERPRETATION**

- (a) The Parties warrant that the above recitals are true and that the same form an integral part of this Agreement and accordingly are hereby incorporated into this Agreement as though repeated herein;
- (b) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants; and
- (c) The use of the word "**includes**" and "**including**" in this Agreement to refer to specific examples shall be construed to mean "**including without limitation**" or "**including but not limited to**" and shall not be construed to mean that the examples given are an exclusive or representative list of the topics covered.

## 2. GRANT OF RIGHTS

The County hereby grants to the Producer, and its successors, assigns, affiliates, agents, licensees, employees and contractors, subject to the Producer obtaining the appropriate permits and approvals, the right, licence, consent, permission and authority to:

- (a) Transport wind turbine components and equipment, including overweight or over-size cargoes, as detailed in the attached Schedule "B" ("**Loads**") across or along the highways outlined in the attached Schedule "A" (the "**Highways**"):
  - (i) a total of one hundred nineteen (119) Loads on Route A shown in the attached Schedule "A", being comprised of:
    - Seventeen (17) mid-2 tower sections;
    - Seventeen (17) mid-3 tower sections;
    - Seventeen (17) mid-4 tower sections;
    - Seventeen (17) mid-5 tower sections;
    - Seventeen (17) top tower sections;
    - Seventeen (17) nacelles; and
    - Seventeen (17) drive-trains.
  - (ii) a total of fifty-one (51) Loads on Route B shown in the attached Schedule "A", being comprised of:
    - Fifty-one (51) blades.
  - (iii) a total of seventeen (17) Loads on Route C shown in the attached Schedule "A", being comprised of:
    - Seventeen (17) hubs.
  - (iv) a total of thirty-four (34) Loads on Route D shown in the attached Schedule "A", being comprised of:
    - Seventeen (17) base tower sections.
    - Seventeen (17) mid-1 tower sections.
- (b) The County hereby undertakes to carry out any required remedial work or maintenance required to upgrade or maintain the Highways, at its own expense, in the event that the standard, condition, and/or maintenance of any of the Highways is not sufficient to permit the Producer to carry out the delivery of the Loads.

- (c) Notwithstanding the above, the consent, permission, and authority hereby given and granted shall be subject to:
- (i) The rights and obligations of the County to construct, maintain, reconstruct, rehabilitate, and use at any and all times all Highways under the jurisdiction of the County;
  - (ii) The right of free and legal use of all Highways by all persons entitled to use them;
  - (iii) The rights of the owners of the properties along the Highways to enjoy full access to and from the Highways and of constructing crossings and approaches from their properties; and
  - (iv) The rights and privileges that the County may grant to other persons on the Highways provided, to the extent in the control of the County, such rights do not derogate from or interfere with the exercise by the Producer of the rights granted to the Producer hereunder;

all of which rights are hereby expressly reserved.

- (d) Save as hereinafter provided, the consent, permission, and authority hereby given and granted to the Producer to enter upon the Highways shall at all times be subject to the approval of the County Engineer, which shall be administered in accordance with the permit process in place by the County. All deliveries carried out as part of the Project and pursuant to this Road Use Agreement is subject to the prior approval of the County Engineer, who has full power and authority to give such directions and orders that the County Engineer considers in the best interests of the County, and the Producer will follow all directions and orders that the County Engineer provides that are issued in accordance with the provisions of this Road Use Agreement.
- (e) The Producer is required to obtain a permit for each of the Loads outlined in 2(b) above and as detailed in the attached Schedule "B".

### **3. TERM**

The consent, permission, grant and authority hereby given and granted by the County shall commence on the date hereof and shall continue and be in full force and effect until November 15, 2019.

### **4. PAYMENT AND RELEASE**

The Producer shall pay the County the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00 CAD), together with any fees related to permits, by way of certified cheque or bank draft at the time the Producer applies for its permits on account of the Project. Upon receipt of all applicable permits and consents referenced herein for the use of the Highways, the Producer shall pay the sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000 CAD) to the County, by way of certified cheque or bank draft, which sum shall be paid immediately after the issued permits and consents are provided to the Producer, and in any event before any Loads are transported across the Highways. In consideration therefor, the County will release, acquit,

and forever discharge, without qualification or limitation, the Producer for all actions, suits, causes of action, debts, demands and claims of any nature or kind whatsoever (including negligence or gross negligence) which the County ever had, now have, or hereafter can, shall or may have for, or by reason of, or in any way connected with or relating to the prior or future use of the Highways by the Producer up to August 15, 2019, but does not release the Producer for any damage or event that occurs after August 15, 2019.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING the County acknowledges and declares that the intent of this release is to conclude all issues arising from or relating to the use of the Highways up to August 15, 2019.

## 5. INDEMNITY

The Producer, and the General Partner of the Producer, namely Romney Energy Centre GP Inc., and their respective successors and assigns, agree to be liable for and to indemnify the County (the "**Indemnified Party**") completely harmless and to indemnify the Indemnified Party from and against any and all liability directly or indirectly incurred by the Indemnified Party by reason of any claims, orders, demands, suits, third party claims, actions, causes of action, losses, costs, liability and expenses (including legal fees and consulting fees) which the Indemnified Party may sustain, incur, suffer, or have asserted against them, from or in any way connected with matters concerning the use of the Highways by the Producer from and after August 15, 2019 and any other matter related to this Road Use Agreement. For greater certainty the foregoing indemnity shall be limited to only those incremental losses or damages which the County incurs as a result of the use of the Highways by the Producer from and after August 15, 2019 to the state of repair on August 15th, 2019, and shall not include the full replacement or repair costs to upgrade the Highways, but shall include any damage caused by the Producer from August 15, 2019 onward including any damage any related infrastructure, including, but not limited to, bridges and culverts.

Prior to making any use of the Highways for the purposes described in this Road Use Agreement, the Producer shall provide the County with an irrevocable letter of credit as security for the Producer's performance of its obligations under this Road Use Agreement. The letter of credit shall be in a form acceptable to the County and shall be in the amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00).

The above referenced letter of credit shall be held by the County until such time as it is satisfied that any damage covered by this Road Use Agreement, and/or the Indemnity attached hereto, have been remedied and/or paid for by the Producer.

If the Producer fails to perform any of its obligations under this Road Use Agreement, and/or the Indemnity attached thereto, the County shall be entitled to realize upon the letter of credit in order to satisfy those obligations in respect of which the Producer is in default.

The Producer and the General Partner of the Producer, namely Romney Energy Centre GP Inc., shall execute an Indemnity in the form attached hereto at Schedule "C" reflecting the above agreement to indemnify the County as the Indemnified Party.

The Producer shall pay the County the sum of \$5,000.00 as an administrative fee for disclosure of the County's data with respect to the current condition of the Highways (the "**Preliminary Highway Condition Report**").

Within ten (10) days of the delivery of the completion of the delivery of the Loads, the Producer and the County shall jointly select and engage, at the Producer's sole expense, a consulting engineer (the "**Consulting Engineer**") to prepare a final report (the "**Final Highway Condition Report**"), again, at the Producer's sole expense, to detail the condition of the Highways after the Loads have been transported. The Final Highway Condition Report shall include, without limitation:

- (a) the identification of those portions of the Highways that, in the opinion of the Consulting Engineer, with reference to the Preliminary Highway Condition Report, have been damaged by the Producer (taking into consideration normal wear and tear during the Term of this Road Use Agreement that would have been likely to occur in any event), its agents and/or contractors during the delivery of the Loads; and
- (b) with respect to the portions of the Highways identified as having been determined to have been damaged pursuant to subsection (a) above, identification of the extent of repairs, replacements or remedial work that would be necessary to repair such Highways or otherwise restore such Highways to a condition that is the same or better than the condition demonstrated by the Preliminary Highway Condition Report.

The Producer and the County shall use reasonable efforts to ensure that the Final Highway Condition Report is completed not later than thirty (30) business days following completion of the delivery of the Loads. Notwithstanding the foregoing, the Final Highway Condition Report shall not be deemed to be complete or final until the Producer has had the opportunity to review and comment on same and the Consulting Engineer has had the opportunity to consider and adopt, where reasonably appropriate, the comments of the Producer with respect to such report.

## 6. **INSURANCE**

The Producer shall procure and maintain public liability insurance (the "**Insurance Policy**") and shall file a copy of the policy and the Certificate of Insurance with the County. The Insurance Policy shall:

- (a) be comprised of primary and/or umbrella coverage with a limit of not less than ten million dollars (\$10,000,000.00) per occurrence;
- (b) include commercial general liability covering all operations and liability assumed under this Road Use Agreement with the County. The commercial general liability insurance policy shall include:
  - (i) Premises and Operations
  - (ii) Products and Completed Operations
  - (iii) Blanket Contractual
  - (iv) Broad Form Property Damage
  - (v) Contingent Employer's Liability

- (vi) Cross Liability
  - (vii) Severability of Interests
  - (viii) Owners and Contractors Protective
  - (ix) Personal Injury
  - (x) Employer's Liability
  - (xi) Employees as Additional Insureds
  - (xii) Non-Owned Automobile Including SEF # 96
  - (xiii) Hostile Fire
  - (xiv) Attached Machinery
  - (xv) Third Party Environmental Liability
- (c) include a copy of the endorsement or a letter from the insurer verifying coverage is to accompany the Certificate of Insurance;
- (d) include insurance against liability for bodily injury and property damage caused by vehicles owned and/or operated by the Producer and used in conjunction with the Project either within or outside the terms of this Road Use Agreement, and shall have a limit of liability of not less than \$5,000,000.00 inclusive for any one occurrence;
- (e) be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the County. Any such notice shall be filed with the County Engineer, Department of Engineering, 360 Fairview Avenue West, Essex, Ontario N8M 1Y6, and via facsimile at 519-776-4455; and
- (f) be endorsed to include the County as an additional insured.

## **7. ASSIGNMENT**

The Producer may not assign any part of this Road Use Agreement without the written consent of the County. Any assignment of this Road Use Agreement shall be subject to the terms and conditions imposed by the County in its sole discretion.

## **8. GOVERNING LAW**

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

## **9. BINDING AGREEMENT**

This Agreement shall extend to, benefit and bind the parties hereto, and their successors and permitted assigns, respectively.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Road Use Agreement, written on this and the preceding sic (6) pages, with effect from the day first written above.

) **THE CORPORATION OF THE COUNTY**  
) **OF ESSEX**  
)  
)  
)  
)

) Per: \_\_\_\_\_  
)  
)  
)

) Per: \_\_\_\_\_  
)  
)  
)

) *We have authority to bind the Corporation*  
)  
)  
)

) **ROMNEY ENERGY CENTRE LIMITED**  
) **PARTNERSHIP, by its general partner,**  
) **ROMNEY ENERGY CENTRE GP INC.**  
)  
)  
)  
)

) Per: \_\_\_\_\_  
)  
)  
)

) \_\_\_\_\_  
)  
)  
)

) *We have authority to bind the Partnership*  
)  
)  
)

## SCHEDULE "A"



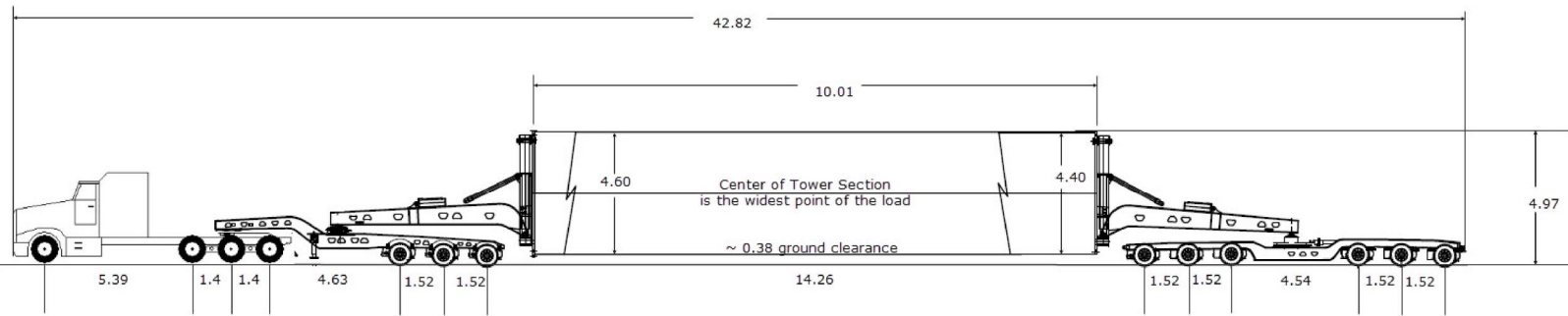


Source: EDP, ESR, I-10, Prologis/CA, CanadianRomneyCo, GEBCO, Mapbox/Haul Routes, 2019 and Last Updated: 7/20/2018 by canawind

Romney Wind Farm  
 Haul Route

0 10 20 30 km

## SCHEDULE "B"



**AXLE GROUP WEIGHTS**  
9,000 kg

27,000

27,000

27,000

27,000

**# OF TIRES**

2

4 4 4

4 4 4

4 4 4

4 4 4

**AXLE WIDTH**

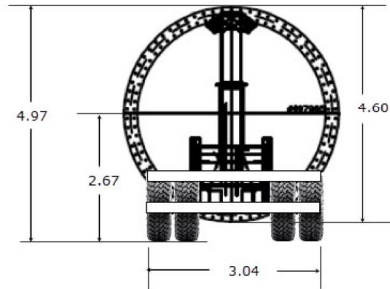
2.59

2.59

3.04

3.04

3.04



**BASE**

10.01 x 4.60 x 4.40

75,002 kg

**OVERALL DIMENSIONS**

42.82 x 4.66 x 4.97 (LWH)

117,000 KG GROSS VEHICLE WEIGHT

**Equipment: 541, J310, D309**

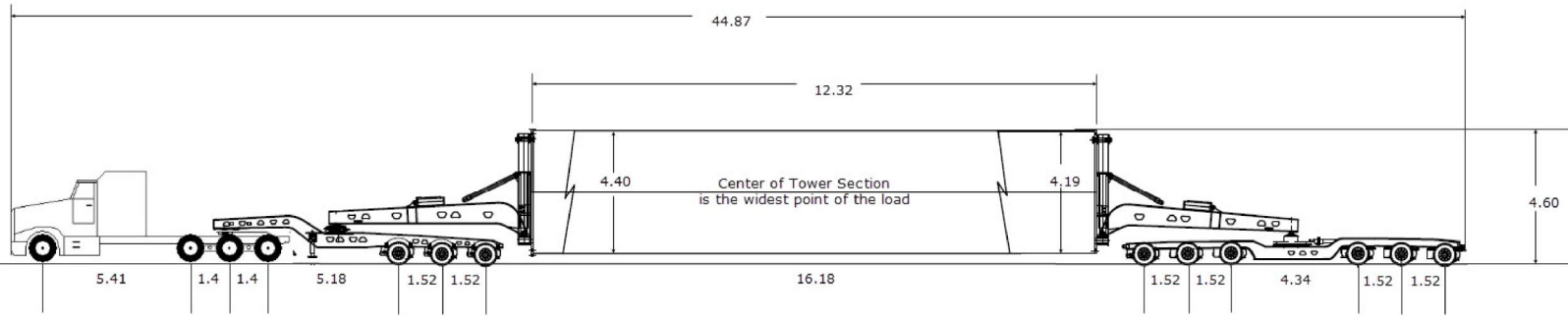
**Diagram not to scale ~ for reference only**



*Totran Transportation Services*

9350 Venture Avenue SE, Calgary, Alberta T3S 0A1  
Phone: (403) 723-0025 Fax: (403) 723-0047

**DRAWING # TTS00088.6**



**AXLE GROUP WEIGHTS**  
9,000 kg

27,000

27,000

27,000

27,000

**# OF TIRES**

2

4 4 4

4 4 4

4 4 4

4 4 4

**AXLE WIDTH**

2.59

2.59

3.04

3.04

3.04



Totran Transportation Services

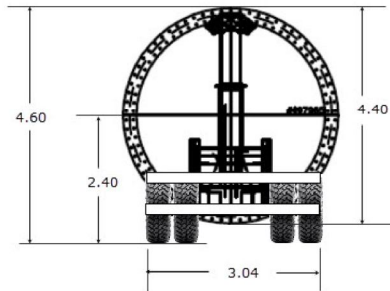
9350 Venture Avenue SE, Calgary, Alberta T3S 0A1  
Phone: (403) 723-0025 Fax: (403) 723-0047

**DRAWING # TTS00079.4**

**MID 1**

12.32 x 4.40 x 4.19

65,002 kg



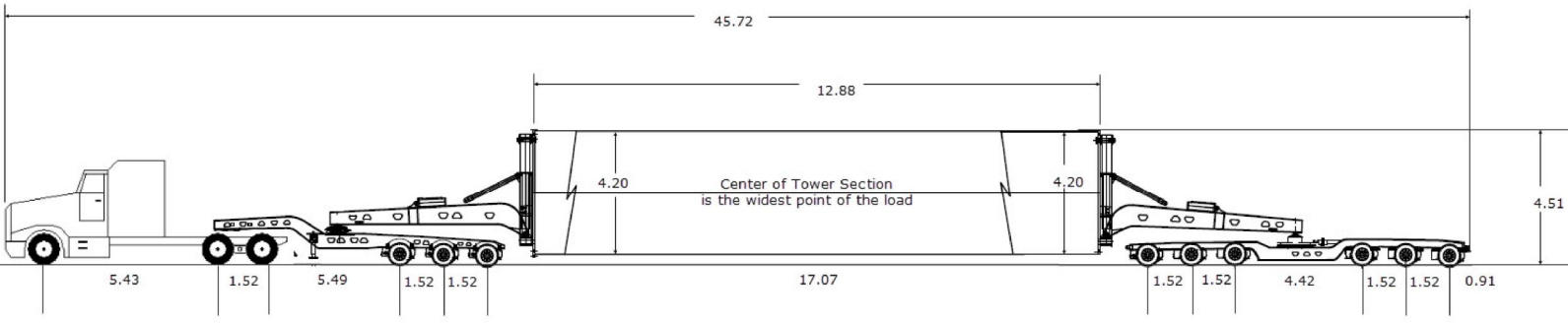
**OVERALL DIMENSIONS**

44.85 x 4.40 x 4.60 (LWH)

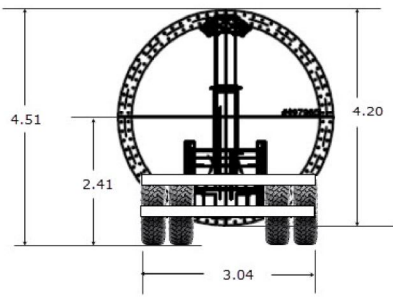
117,000 KG GROSS VEHICLE WEIGHT

Equipment: 538/J263/D209

**Diagram not to scale ~ for reference only**



AXLE GROUP WEIGHTS	9,000 kg		23,000		27,000		27,000		27,000	
# OF TIRES	2	4	4	4	4	4	4	4	4	4
AXLE WIDTH	2.59	2.59		3.04		3.04		3.04		3.04



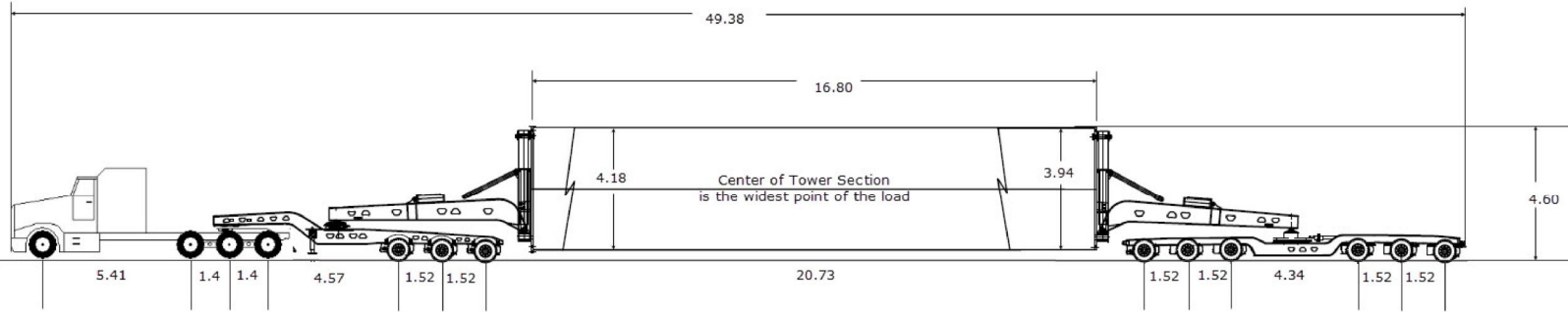
9350 Venture Avenue SE, Calgary, Alberta T3S 0A1  
 Phone: (403) 723-0025 Fax: (403) 723-0047

**MID 2**  
 12.88 x 4.20 x 4.20  
 56,002 kg

**OVERALL DIMENSIONS**  
 45.72 x 4.20 x 4.51 (LWH)  
 111,200 KG GROSS VEHICLE WEIGHT  
 Equipment: 545, J304, D306

**Diagram not to scale ~ for reference only**

**DRAWING # TTS00081.4**



**AXLE GROUP WEIGHTS**

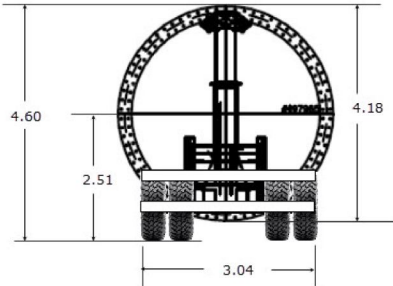
9,000 kg                      27,000                      27,000                      27,000                      27,000

**# OF TIRES**

2                      4   4   4                      4   4   4                      4   4   4

**AXLE WIDTH**

2.59                      2.59                      3.04                      3.04                      3.04



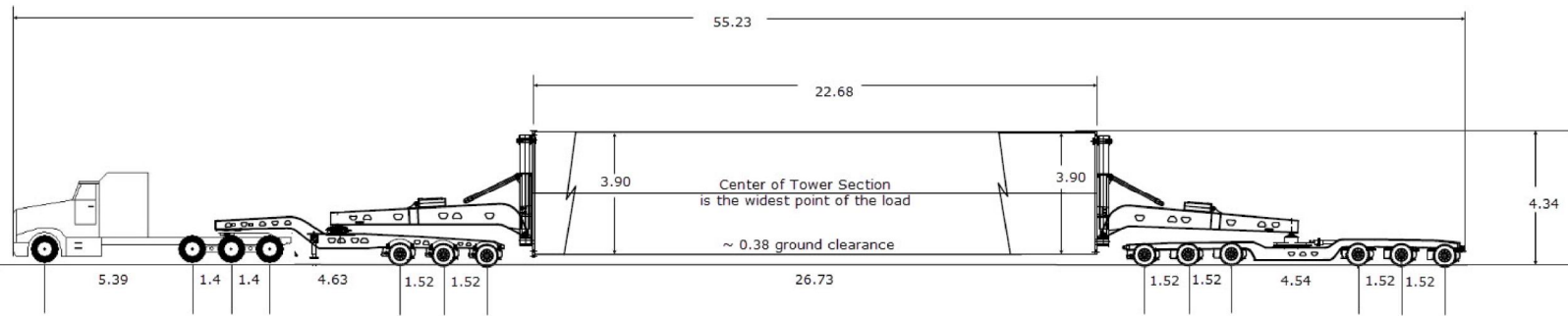
**MID 3**  
16.80 x 4.18 x 3.94  
59,502 kg

**OVERALL DIMENSIONS**  
49.38 x 4.18 x 4.60 (LWH)  
117,000 KG GROSS VEHICLE WEIGHT  
**Equipment: 538, J263, D209**

**Diagram not to scale ~ for reference only**



**DRAWING # TTS00080.4**



**AXLE GROUP WEIGHTS**  
9,000 kg

27,000

27,000

27,000

27,000

**# OF TIRES**

2

4 4 4

4 4 4

4 4 4

4 4 4

**AXLE WIDTH**

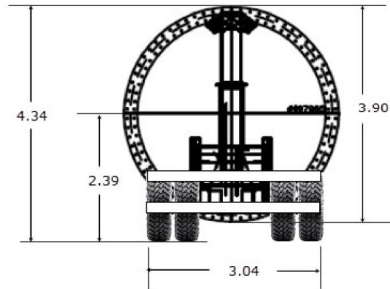
2.59

2.59

3.04

3.04

3.04



**MID 4**

22.68 x 3.90 x 3.90

70,502 kg

**OVERALL DIMENSIONS**

55.23 x 3.90 x 4.34 (LWH)

117,000 KG GROSS VEHICLE WEIGHT

**Equipment: 541, J310, D309**

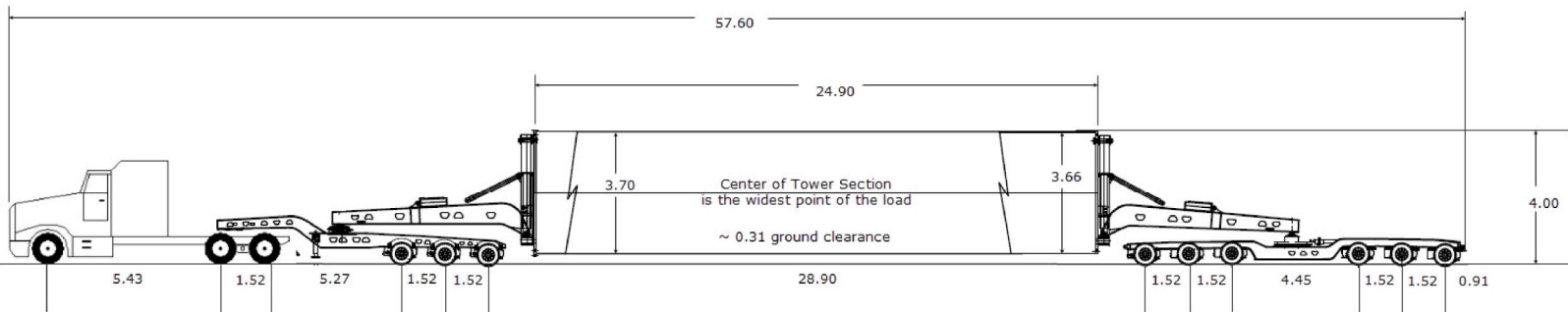
**Diagram not to scale ~ for reference only**



*Totran Transportation Services*

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Phone: (403) 723-0025 Fax: (403) 723-0047

**DRAWING # TTS00089.4**



**AXLE GROUP WEIGHTS**  
7,700 kg

21,200

27,000

27,000

27,000

**# OF TIRES**

2

4 4 4

4 4 4

4 4 4

4 4 4

**AXLE WIDTH**

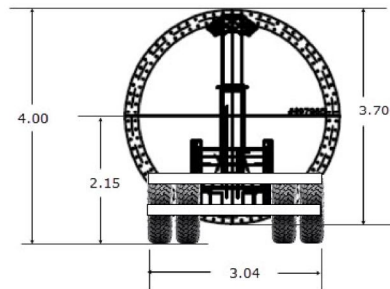
2.59

2.59

3.04

3.04

3.04



**MID 5**

24.90 x 3.70 x 3.70

54,002 kg

**OVERALL DIMENSIONS**

57.60 x 3.70 x 4.00 (LWH)

109,900 KG GROSS VEHICLE WEIGHT

Equipment: 545, J291, SD215-6

**Diagram not to scale ~ for reference only**

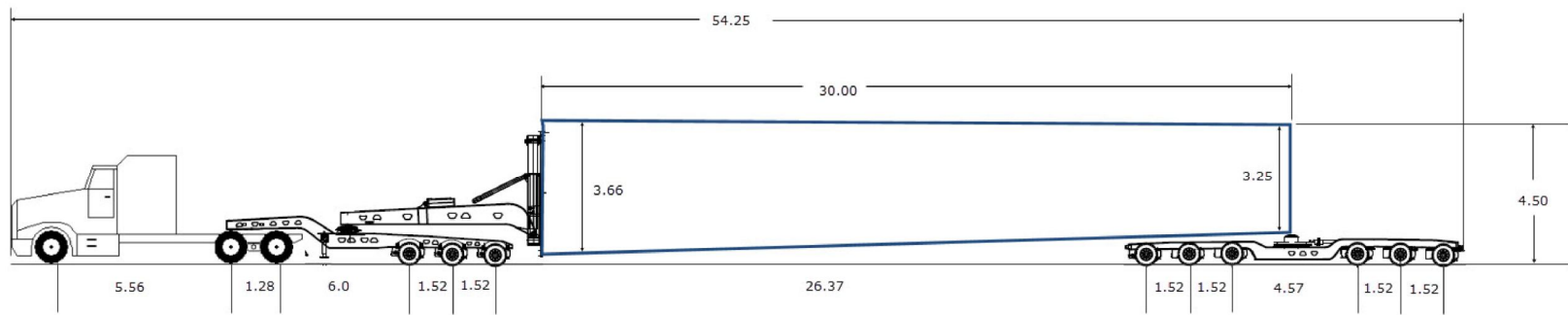


*Totran Transportation Services*

9350 Venture Avenue SE, Calgary, Alberta T3S 0A1  
Phone: (403) 723-0025 Fax: (403) 723-0047

**DRAWING # TTS00082.4**





**AXLE GROUP GROSS WEIGHTS - kg**

6,000 kg	21,200	27,000	27,000	27,000
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**TIRE SIZE - mm (in)**

279 (11)	279 (11)	245 (10)	245 (10)	245 (10)
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**AXLE WIDTH**

2.59	2.59	3.04	3.04	3.04
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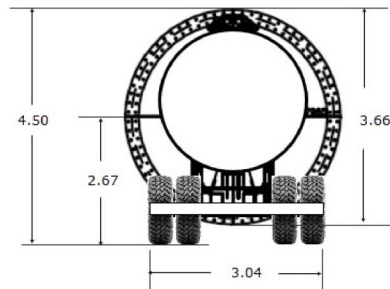


**Totran Transportation Services**

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 Phone: (403) 723-0025 Fax: (403) 723-0047

**DRAWING NO. TTS00083.6**

**TOP**  
 30.0 x 3.66 x 3.25  
 50,001 KG



**OVERALL DIMENSIONS**

54.21 x 3.66 x 4.50 (LWH)

108,200 KG GROSS VEHICLE WEIGHT

**EQUIPMENT: 564, J305, D305**

**Diagram not to scale ~ for reference only**

## SCHEDULE "C"

