

**INDEMNIFICATION AGREEMENT
BY AND BETWEEN HUMBOLDT COUNTY,
HUMBOLDT WIND, AND TERRA-GEN DEVELOPMENT COMPANY, LLC**

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2018 by and between the County of Humboldt (“County”), TERRA-GEN DEVELOPMENT COMPANY, LLC and HUMBOLDT WIND, LLC (“Applicant”), collectively the “parties.” This Agreement is effective as of _____, 2018.

RECITALS

WHEREAS, Applicant has submitted an application to the County for the following entitlement (hereinafter, the “Project”): A Conditional Use Permit for the construction and operation of up to 155 megawatts (MW) wind energy project involving 124 parcels, beginning west of State Highway 101, south of Rio Dell and Scotia, and terminating east of State Highway 101 in Bridgeville at the PG&E substation. Specific project components consist of: Up to 60 wind turbines with maximum height of 591 feet from base to highest point of blade rotation, set on concrete foundations and associated concrete turbine pads. The turbines would be linked together with an approximate 19 mile underground electrical collection system and fiber optics communication system. A 115 kiloVolt (kV) Generation tie-in (Gen-tie) line of up to 26 miles would cross under the Eel River and connect the wind turbines to the PG&E power substation in Bridgeville. PG&E substation expansion and improvements would be required. Temporary and permanent operations, maintenance, and staging facilities are proposed throughout the project area and include up to 17 miles of new access roads, temporary cement batch plants, staging areas. A permanent operations facility that includes a 6,000 square foot building would likely be constructed on the west side of State Highway 101 at the Pepperwood/Avenue of the Giants turnoff.; and

WHEREAS, the Project is proposed to be located on the real property located in the Scotia, Redcrest, Shively and Bridgeville area and referred to as Assessor’s Parcel Numbers (APNs) listed in Exhibit A (hereinafter the “Property”).

TERMS

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Applicant shall defend, indemnify, save and hold harmless the County of Humboldt, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to: any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act (“CEQA”) by County’s advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or Board of Supervisors; and attorneys’ fees and

costs awards) arising out of, or in connection with the County's review or approval of the Project or arising out of or in connection with the acts or omissions of Applicants and/or Property owners, their agents, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. The obligation of Applicant hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both.

2. Applicant agrees to assume all liability hereunder and that owners of the Property shall not be jointly and severally liable for this indemnification obligation.
3. The County will promptly notify Applicant of any such claim, action, or proceeding that is or may be subject to this Agreement and will cooperate fully in the defense. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
4. The County Counsel shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, Applicant will reimburse the County upon demand. Such resources include, but are not limited to, cost of hiring outside counsel, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
5. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
6. Applicant shall pay all court ordered costs and attorney fees.
7. For any breach of the obligations contained herein, the County may decline to approve the Project or rescind its approval of the Project.
8. Applicant shall not be required to pay or perform any settlement unless the settlement is approved in writing by Applicant, which approval shall not be unreasonably withheld. The County must approve any settlement affecting the rights and obligations of the County.
9. The obligations of Applicant under this Agreement shall apply regardless of whether any permits or entitlements are issued. The parties agree that this Agreement shall constitute a separate agreement from any Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

10. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Humboldt County Superior Court, unless transferred by court order pursuant to California Code of Civil Procedure Section 394 or 395.
12. It is agreed and understood by the parties hereto, that this agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code section 1654.
13. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.
14. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its/their signature(s) below, hereby agree(s) to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

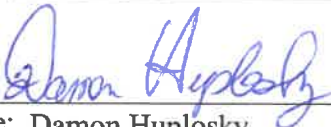
TWO SIGNATURES ARE REQUIRED FOR LLCs:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT;
AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER
OR TREASURER.

TERRA-GEN DEVELOPMENT COMPANY, LLC

By: 
Name: Jeff Cast
Title: Managing Director

Date: 8/27/18


By: 
Name: Damon Huplosky
Title: Managing Director & Secretary

Date: 8/27/18

HUMBOLDT WIND, LLC

By: 
Name: Jeff Cast
Title: Managing Director

Date: 8/27/18

By: 
Name: Damon Huplosky
Title: Managing Director & Secretary

Date: 8/27/18

COUNTY OF HUMBOLDT

By: _____
Ryan Sundberg
Chair Board of Supervisors

Date:

Exhibit A
List of Assessor Parcel Numbers

102-132-004-000, 207-124-005-000, 207-126-004-000, 205-351-026-000, 205-351-030-000, 205-221-001-000, 208-114-002-000, 208-121-001-000, 208-121-007-000, 208-121-010-000, 208-131-006-000, 208-135-001-000, 208-135-003-000, 208-135-004-000, 208-135-005-000, 208-141-001-000, 208-141-011-000, 211-011-004-000, 211-012-002-000, 211-013-001-000, 211-023-002-000, 205-331-006-000, 205-331-007-000, 205-341-006-000, 205-341-008-000, 205-341-011-000, 205-341-013-000, 205-341-018-000, 205-341-019-000, 205-351-012-000, 209-401-023-000, 207-341-001-000, 207-181-005-000, 207-181-016-000, 207-181-019-000, 207-182-009-000, 207-182-011-000, 207-183-003-000, 205-311-002-000, 205-311-004-000, 205-321-032-000, 205-321-033-000, 205-321-034-000, 205-331-003-000, 106-191-010-000, 106-191-011-000, 106-191-012-000, 205-021-005-000, 205-021-006-000, 205-021-014-000, 205-021-015-000, 205-021-017-000, 205-021-019-000, 205-021-021-000, 205-021-022-000, 205-021-023-000, 209-211-008-000, 209-211-009-000, 209-211-010-000, 209-211-011-000, 209-251-002-000, 209-261-002-000, 209-261-003-000, 211-453-002-000, 211-453-003-000, 211-461-001-000, 211-462-004-000, 211-471-001-000, 211-472-001-000, 207-074-027-000, 209-401-001-000, 209-401-002-000, 209-401-010-000, 209-401-015-000, 209-401-016-000, 207-226-001-000, 207-231-003-000, 207-231-007-000, 207-232-001-000, 207-232-002-000, 206-262-007-000, 207-311-002-000, 209-191-001-000, 209-191-002-000, 209-191-003-000, 209-191-012-000, 209-191-013-000, 209-201-002-000, 209-201-003-000, 209-201-007-000, 209-201-008-000, 209-201-010-000, 207-183-004-000, 207-184-004-000, 207-184-006-000, 207-185-002-000, 207-185-003-000, 207-186-005-000, 207-186-007-000, 207-186-009-000, 207-186-013-000, 207-211-001-000, 207-211-002-000, 207-212-002-000, 207-213-001-000, 207-213-002-000, 207-213-003-000, 207-221-001-000, 207-221-003-000, 209-081-022-000, 103-012-004-000, 205-051-001-000, 205-051-008-000, 205-051-009-000, 205-051-010-000, 205-051-011-000, 205-051-012-000, 205-061-002-000, 205-061-007-000, 205-061-011-000, 208-111-009-000, 208-111-014-000, 209-281-004-000