

2024

Old Hardin Rd Reconstruction PROJECT
MEMORANDUM OF UNDERSTANDING (MOU)
Between the Croell Inc. and Yellowstone County

SECTION I: PARTIES

This Memorandum of Understanding (MOU), has been made and entered into by Yellowstone County, (County), and Croell Inc.

SECTION II: PURPOSE

To rebuild a portion of Old Hardin Road from the intersection of Old Montana Road to Vista Ridge Trail that is not able to carry the heavy volume of truck traffic that is being generated from Croell Inc's new mining operation at the end of Old Hardin Road. A general map of the project is shown as Exhibit A. Croell Inc. and the County agree via this MOU to contribute their proportionate share of this Project.

SECTION III: RESPONSIBILITIES

Croell Inc.'s Responsibilities:

Croell Inc. shall supply the county with approximately 3,000 cubic yards of bank (pit run) gravel and approximately 1,000 cubic yards of base course (1 ½" minus) gravel for the reconstruction of a portion of Old Hardin Road. Croell will also provide loading the material supplied to the County.

County's Responsibilities:

The County will haul and place the gravel supplied by Croell Inc. on the portion of Old Hardin Road to be reconstructed. Upon completion of the gravel placement the County will provide and place approximately 1,500 cubic yards of recycled asphalt creating a hard surfaced road.

SECTION IV: INDEMNIFICATION

The Croell Inc. agrees to hold harmless and indemnify the County from and against all claims, losses damages, or liability, resulting from the negligence of Croell Inc. or its employees and agents in the performance of this MOU.

The County agrees to hold harmless and indemnify Croell Inc. from and against all claims, losses damages, or liability, resulting from the negligence of Croell Inc. or its employees and agents in the performance of this MOU.

SECTION V: MISCELLANEOUS

Any claims or disputes arising out of this MOU, its performance that is not disposed of by agreement of the parties, shall be submitted to mediation for resolution of the disagreement. If mediation fails the dispute shall be submitted to arbitration before a single arbitrator according to the rules and practices of the American Arbitration Association and the findings of the arbitrator shall be binding on all parties to this MOU. Any costs associated with medication and arbitration shall be born equally by both parties.

SECTION VI: TERMINATION AND DURATION

Both parties are bound by the terms of this MOU until the Project is completed and the Project has been closed out. The Project will end when the Project has been closed out.

BM GM West Croell Inc.

Authorized Representative
Croell Inc.
3530 Coulson Rd Billings Mt 59101

John Ostlund
Chairman
Yellowstone Board of County Commissioner

May 9 2024
Date

Date