

Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road

Introduction

Yellowstone County is a political subdivision of the State of Montana. The County, through the Yellowstone County Public Works Department, maintains county roads within the County. Big Sky Digital Infrastructure LLC (BSDI) is a Delaware limited liability company, based in Texas. Big Sky Digital Infrastructure develops infrastructure for data centers. Big Sky Digital Infrastructure plans to develop infrastructure for a potential data center in Yellowstone County, near Broadview.

To begin the development, Big Sky Digital Infrastructure intends to construct a private road and drill a water well on its land. To access the land, Big Sky Digital Infrastructure will traverse from US Highway No. 3 to Buffalo Trail Road over Heiken Road, approximately 1 mile, and then traverse approximately four miles south on Buffalo Trail Road from Heiken Road to the entrance onto its land. Heiken Road and Buffalo Trail Road are county maintained gravel roads.

The construction of the private road and the well drilling will increase traffic on portions of Heiken Road and Buffalo Trail Road. The increased traffic will accelerate the deterioration of these roads and increase maintenance needs. Both the County and Big Sky Digital Infrastructure want the roads to remain usable and in acceptable condition. The County wants the public to be able to use the roads. Big Sky Digital Infrastructure wants to be able to use the roads to construct its private road and drill its well.

To ensure the roads are usable and in satisfactory condition given the anticipated impacts, the County and Big Sky Digital Infrastructure have agreed to inspect the roads to ensure they can accommodate the traffic necessary to construct the private road and drill the well, and if necessary, improve the roads to accommodate such traffic, and provide any increased maintenance for the roads caused by this increased traffic. The County shall allow Big Sky Digital Infrastructure to use its roads and in return Big Sky Digital Infrastructure shall improve and maintain the roads as required for the development of its land. Big Sky Digital Infrastructure, not the public, shall pay for the increased burden on the roads caused by its development of the land. Further, Big Sky Digital Infrastructure shall pay for all professional services required to complete inspections, engineering design, geotechnical investigation, or other costs the county may assume and pass through as a result of the activity to the roads.

Yellowstone County and Big Sky Digital Infrastructure LLC agree as follows:

Consideration

Entities

Yellowstone County

Yellowstone County is a political subdivision of the State of Montana. The County, through the Yellowstone County Public Works Department, maintains county roads within the County. The contact person for this agreement for the County is the Director of the Yellowstone County Public Works Department. The contact information for the Director is:

Yellowstone County Public Works Department
Attn: Monica Plecker, Director of the Yellowstone County Public Works Department
P.O. Box 35024
Billings, Montana 59101
(406) 256-2730
mplecker@yellowstonecountymt.gov

Big Sky Digital Infrastructure LLC

Big Sky Digital Infrastructure LLC is a Delaware limited liability company, based in Texas. Big Sky Digital Infrastructure develops infrastructure for the construction of data centers. Big Sky Digital Infrastructure intends to develop the infrastructure for a potential data center in the County, near Broadview. The contact person for this

agreement for Big Sky Digital Infrastructure is the Adam Davis. The contact information for the Director of Development is:

Big Sky Digital Infrastructure LLC
Attn: Adam Davis, Director of Development
1302 North 24th Street West
PMB # 363
Billings, Montana 59102
406-536-4800
Adam.Davis@QuanticaInfra.com

Scope of Work

Big Sky Digital Infrastructure is drilling a prospect water well to support future project activities. The water well is located approximately 1/2 mile east of Buffalo Trail Road on BSDI-owned lands. On-site improvements to complete the water well include upgrading an existing ranch access from Buffalo Trail Road to a permitted approach; installing a private gravel road, on private property, to replace an existing two-track access road; and constructing a gravel drilling pad for the water well drilling operations. Water well drilling will be performed immediately after road and pad construction. Drilling activities are expected to last 80-100 days once drilling commences. There is anticipated traffic associated with operations during the construction of the road and drilling of well, including mobilization of heavy equipment, gravel hauling, deliveries of water, fuel and drilling materials, including water storage tanks, and other personnel related travel. It's understood there may be some passenger vehicle personnel traveling on other routes, but all construction related traffic and truck traffic is limited to the haul route identified in this agreement.

Roads

The roads included in this agreement are a portion of Heiken Road and Buffalo Trail Road. The portion of Heiken Road from US Highway No. 3 to the intersection with Buffalo Creek Road. This portion of the road is approximately 1 mile. The portion of Buffalo Trail Road from the intersection with Heiken Road south to the entrance onto Big Sky Digital Infrastructure's land. This portion of the road is approximately 4 miles. BSDI will need to obtain an approach permit from the County to enter onto Buffalo Trail Road. (Attachment 1, MAP)

Improvements and Maintenance of Roads

Big Sky Digital Infrastructure shall only use Heiken Road and Buffalo Trail Road, this will be known as the haul route. BSDI is responsible financially for all construction improvements, maintenance and repair costs, including third party inspection and/or consultant work (geotechnical, engineering services or other).

For the Duration of this agreement, BSDI agrees to maintain Buffalo Trail Road and Heiken Road as outlined below:

- Initial drone flight to obtain ortho imagery and LiDAR ground elevations to be completed by the County's contractor. The purpose of the drone flight is to inventory physical condition of the impacted portions of Buffalo Trail Road and Heiken Road.
- BSDI shall have on retainer, a county approved contractor that is licensed, bonded and insured, that within 72 hours' notice, from Yellowstone County, provide requested maintenance (blading, dust control, etc.)
- Haul route inspections are required to be completed weekly at a minimum, or at the county's request. The inspections will be conducted by the County's consultant to document conditions and determine maintenance or repair needs of the haul route.
- BSDI will provide a surety bond for the benefit of Yellowstone County, in the amount of \$250,000.00 at the time of this agreement. The purpose of the bond is to cover maintenance needs and potential impacts to Heiken and Buffalo Trail roads.
- Maintenance on Heiken Road is required for the duration of this agreement, specifically, pre and post construction of required improvements to Heiken Road.
- Failure to pay for pass-through costs, will result in a stop work order or similar.

BSDI agrees to the following Construction Improvements of Heiken Road as outlined below:

- Applicate with a cement soil stabilizer in accordance with MDT specifications provided as Attachment 2, Specification.

- Provide a top lift of 3-inches of $\frac{3}{4}$ inch minus crushed gravel (meeting MDT spec for Grade 2 Crushed Top Surfacing Type “B”, 701.02.7) required to be treated with mag chloride.
 - BSDI shall hire an Engineer to design, and present to Yellowstone County for approval, the section (cement treated base, gravel surfacing, and magnesium chloride) based on the specifications provided in Attachment 2.
 - The design must be provided to Yellowstone County by January 15, 2027.
 - Due to construction season limitations for application of cement soil stabilization, a bond or other means of financial guarantee in the amount of 125% of the engineer’s estimate of probable cost, as reviewed and accepted by Yellowstone County, is required to be provided to Yellowstone County within 14 days of the approved design.
 - The construction improvements to Heiken Road must be constructed no later than April 15, 2027. This date may be extended two (2) times in 30-day increments by mutual agreement in the event weather conditions do not permit construction as outlined within the specification.
- There are two culverts located on Heiken Road that should be monitored during weekly inspections. If damage occurs, BSDI will be responsible for repairs or replacement. A culvert extension will be necessary if shoulder work requires.
- Construction improvements of Heiken Road will be publicly bid and awarded by Yellowstone County. BSDI shall provide all bid documents (plans, specifications, bid form, contract, etc.) to Yellowstone County for bidding purposes. BSDI or their Engineer will be responsible for responding to any design and/or construction related questions throughout the bid process.
- A performance bond will be required by the contractor awarded the bid for improving Heiken Road.
- A full-time on-site inspector will be required for the duration of active construction of Heiken Road.

Duration

This agreement, unless amended, is limited to the drilling phase of the project. Future work will require a new agreement or amendments to this agreement.

The agreement shall commence when Big Sky Digital Infrastructure begins the construction of the approach and private road and shall terminate when Big Sky Digital Infrastructure has completed the well drilling and the construction improvements to Heiken Road. Prior to the agreement’s termination, the County will verify the roads are in an acceptable condition via a final inspection. Currently, it is anticipated that on (DATE), Big Sky Digital Infrastructure will begin the construction of the approach and private road and on (DATE) it will finish drilling the well. These dates are subject to change.

The County and Big Sky Digital Infrastructure anticipate entering into similar agreements as new project phases progress. Yellowstone County reserves the right to create a Rural Special Improvement District (RSID) to maintain the newly improved Heiken Road. A waiver of right to protest the creation of the district is required as part of this agreement. (Attachment 3, Waiver)

This agreement may be amended, only if both parties agree. This agreement may be superseded by a subsequent agreement. New project phases or expanding the existing scope of work will require an amendment or subsequent agreement.

Termination

If Big Sky Digital Infrastructure decides not to complete the private road or the well and chooses to terminate this agreement, it shall notify the County of its intent. The County shall then inspect the roads to ensure they have not been damaged by the increased traffic. Once the County determines, through an on-site inspection, the roads have been restored to the same condition as prior to the increased traffic, the agreement shall be terminated.

Disputes

If a dispute develops between the County and Big Sky Digital Infrastructure as to the agreement, they shall initially attempt to resolve the dispute through informal discussions. If informal discussions fail to resolve the dispute, they shall attempt to resolve the dispute through mediation. If mediation fails to resolve the dispute, they shall resolve the dispute through binding arbitration. The County and Big Sky Digital Infrastructure shall equally share the cost of mediation and arbitration. The County and Big Sky Digital Infrastructure shall be responsible for their own attorney fees for any dispute.

Yellowstone County

Yellowstone County Public Works Department
P.O. Box 35024
Billings, Montana 59107
(406) 256-2735
pubworks@yellowstonecountymt.gov

Monica Plecker
Director Yellowstone County Public Works Department

October ____, 2026

State of Montana }
 ss.
County of Yellowstone }

On September October ____, 2026, Monica Plecker, Director of the Yellowstone County Public Works Department, acknowledged before me that she executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in her official capacity on behalf of Yellowstone County.

(NAME)
Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

Big Sky Digital Infrastructure LLC

Big Sky Digital Infrastructure LLC
Attn: Adam Davis, Director of Development
1302 North 24th Street West
PMB # 363
Billings, Montana 59102
406-536-4800
Adam.Davis@QuanticaInfra.com

(NAME)
(POSITION)

October ____, 2026

State of Montana }
 ss.
County of Yellowstone }

On October ____, 2026, (NAME), (POSITION), acknowledged before me that he executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in his official capacity on behalf of Big Sky Digital Infrastructure.

(NAME)
Notary Public for the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

**Yellowstone County
Board of County Commissioners**

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

State of Montana }
 ss.
County of Yellowstone }

On October _____, 2026, (NAME), (POSITION), acknowledged before me that he executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in his official capacity on behalf of Big Sky Digital Infrastructure.

(NAME)
Notary Public for the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

ATTACHMENT 1



ATTACHMENT 2

SECTION 304 CEMENT TREATED PULVERIZED BASE (CTPB)

304.01 DESCRIPTION

This work is producing and placing one or more courses of a mixture of water, cement, and aggregate or soil on a prepared surface in conformity with the lines, grades, and thicknesses established in the contract.

304.02 MATERIALS

304.02.1 Cement

Furnish Type I or II Portland cement listed on the QPL, in accordance with Subsection 551.02.1.

304.02.2 Water

Furnish water for mixing and curing in accordance with Subsection 713.01 requirements.

304.02.3 Supplemental Aggregate

Obtain aggregates from sources in accordance with Section 106 requirements to produce aggregates in accordance with Subsection 701.02.9 requirements.

Stockpile aggregates in accordance with Subsection 303.03.

304.02.4 Pulverization Material Gradation

The in-place material must be processed using a mechanical reclaimer such that material conforms to the gradation in Table 304-1 and generates a highly homogeneous soil-aggregate mass prior to cement treatment.

**TABLE 304-1
GRADATION OF PULVERIZED MATERIAL**

Sieve Size	Percent (%) Passing
3 inch (76 mm)	100
1.5 inch (37.5 mm)	95 – 100
1 inch (25.5 mm)	90 - 100
No. 4 (4.75 mm)	55 - 75

304.02.5 Cure Seal

Emulsified asphalt, Type SS-1h or CSS-1h, conforming to MDT Standard Specifications Section 402 and 702.

304.02.6 Cover Material

Conform to MDT Section 701.02.8 crushed cover aggregate specifications, ensuring clean, fine sand or light aggregate free from organic matter.

304.02.7 Composition and Proportioning

Develop and submit a proposed Cement Treated Pulverized Base (CTPB) mix design for approval. Develop a mix design with cementitious materials content that:

- Ensures a 7-day unconfined compressive strength of 500 – 800 psi in accordance with MT 216, and
- Is a minimum of 4.5% cement by the weight of the dry material (e.g., aggregate and soil).

Include the following items as part of the mix design submittal:

1. Cement and fly ash certifications.
2. Optimum moisture content and maximum density determined in accordance with AASHTO T 134.
3. Aggregate gradations determined in accordance with MT 202;
4. Soil-cement losses, moisture changes, and volume changes (swell and shrinkage) produced by the repeated wetting and drying of hardened soil-cement specimens determined by AASHTO T 135.
5. Soil-cement losses, moisture changes, and volume changes (swell and shrinkage) produced by the repeated freezing and thawing of hardened soil-cement specimens determined by AASHTO T 136. The maximum freeze/thaw weight loss is 14%.
6. 7-Day compressive strength tests determined in accordance with MT 216.
7. Atterberg limits determined in accordance with AASHTO T 89 and AASHTO T 90; and
8. Sand equivalent determined in accordance with AASHTO T 176 alternate method No. 2 using stock solution with formaldehyde.

Acceptance of the mix design will be based on a review of the submitted results for all the above testing procedures.

Do not construct CTPB until the submitted mix design has been approved.

304.03 CONSTRUCTION REQUIREMENTS

304.03.1 Equipment

The machinery used for pulverization, addition of cement, water distribution, and mixing must meet the following technical criteria:

- **Mechanical Reclaimer:** Furnish a self-propelled single-shaft or multiple- shaft pulverizer mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 16 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete, base rock and soil, injecting water at controlled rates and mixing cement into the reclaimed material to produce a homogeneous mixture. All pulverizing and mixing shall be performed with this machine. Agricultural disks or motor graders are not acceptable mixing equipment.
- **Cement Distributor:** Provide a mechanical vane-type spreader or specialized bulk distributor truck equipped with a digital weight scales tracking system capable of distributing dry cement within a +/- 0.5% tolerance of the targeted application rate.
- **Grading Equipment:** Provide grading equipment capable of spreading the reclaimed material and striking it off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.
- **Compaction Equipment:** Utilize a combination of heavy padfoot (sheepsfoot)

vibratory rollers, smooth-drum vibratory rollers, and pneumatic-tired rollers (minimum 25-ton capacity) to ensure uniform compaction throughout the entire 12-inch vertical profile.

- **Water Trucks:** Provide a water truck with a maximum gross vehicle weight of 26,000 pounds to provide water used to keep the surface of the mixed material damp until the seal coat is applied.
- **Asphalt Distributor:** Provide an asphalt distributor to apply the CTPB cure seal coat complying with the requirements of Section 410.03.1

304.03.2 Weather Limitations

Do not perform mixing when the ambient temperature is below 40°F or the ground temperature is below 35°F. Do not perform mixing when the weather forecast for the project site includes a predicted temperature of 25°F or below for the following night.

Do not incorporate frozen aggregate in the CTPB or pulverize on frozen subgrade.

Do not place or perform mixing when it is raining, or when wind causes the cement dust to become airborne.

304.03.3 Mixing and Processing

Process the existing base course, and/or add crushed aggregate course, subgrade, and cementitious material as needed to restore the roadway section to the grade and dimensions shown in the Contract.

A. Requirements. Use equipment capable of pulverizing and mixing road sections to the depths shown in the plans. Meet the construction requirements of Section 304 with the following exceptions:

1. Begin production at the mix design targets for cementitious material and moisture content. Adjust cementitious material and moisture content as directed by the Project Manager to get compressive strengths between 400 and 600 psi as tested in accordance with MT 216. Changes in the amount of cementitious material used must be approved by the Project Manager.
2. Immediately suspend operations due to detrimental weather conditions (e.g., temperature, wind and/or rain).
3. Spread cementitious material uniformly on top of the pulverized surface. The spreading operation cannot exceed 1000 feet ahead of the pulverizing operation.
4. Perform mixing of cementitious material and pulverized base with pulverizing equipment.
5. Shape the compacted surface to the specified lines, grades, and cross sections meeting the requirements of Subsection 105.08.
6. Do not perform any subsequent work on the completed roadway sections until accepted by the Project Manager.

B. Sequencing.

1. Initial Pulverization: Pre-pulverize the existing asphalt pavement and underlying base layer to a strict depth of 12 inches across the layout configuration. Cross-check gradation matching to confirm alignment with Contract.
2. Cement Application: Uniformly spread the dry portland cement over the pulverized base surface. Do not apply cement when wind speeds exceed 15 mph or when ambient air temperatures are below 40°F (4°C). The dry cement shall be controlled

within +/-0.50 percent of the target established by the mix design or as directed.

3. **Moisture and Final Mixing:** Perform a subsequent mixing pass with the mechanical reclaimer, injecting water through the internal spray bar. Maintain internal moisture tolerances between 0% and +2% percentage points of the established optimum moisture content (AASHTO T 134).

Water must be introduced during initial pulverization and final mixing, as needed to maintain optimum moisture content. Water added after mixing and prior to compaction will not be allowed. Complete all compaction operations within 3 hours following final mixing.

304.03.4 Compaction and Finishing

Density Requirements: Compact the **12**-inch processed layer to a minimum of 98% of the target maximum dry density determined by field standard target protocols (MDT MT 228 / AASHTO T 134).

Depth Control: Verify the structural processing depth through test holes or direct core cross-sections. A variance greater than -0.50 inches from the **12.0**-inch design benchmark requires remediation at no cost to the County.

Finishing: Grade and shape the stabilized surface to match lines, grades, and cross-sections specified on the Contract. Cement application, final mixing, compacting, shaping and finishing shall be continuous and completed within 3 hours from the start of final mixing. Sections of the CTPB work that have not been completely shaped, compacted and finished within 3 hours of mixing the pulverized material with cement, shall be re-treated with cement at a rate directed by the Project Manager, and re-mixed, re-shaped and re-compacted to the requirements of Section 304.

304.03.5 Curing and Protection

Within 4 hours of final compaction, apply the bituminous curing seal (Type SS-1 or CSS-1) uniformly at a rate of 0.15 to 0.25 gallons per square yard. Maintain a continuously moist surface prior to application.

Apply cover material over the curing seal to prevent tracking if traffic must utilize the surface. Heavy construction equipment and general traffic must be restricted from the finished base for a minimum of 7 days, or until the minimum 500 psi unconfined compressive strength is structurally achieved

Failure to comply with any of the above specifications is cause for the Project Manager to order any or all portions of the Work to stop until the Work is brought into compliance or to repeat the treatment of the material at no additional cost to the County.

304.03.6 Testing and Acceptance of CTPB

The pulverized mixture material will be divided into 1,500-foot-long sections. The in-place dry density will be determined within each section at 10 randomly selected locations. The average of the 10 tests must exceed 98% of the target density with no more than 2 out of the 10 tests being less than 98% of the target density.

Contractor is responsible for controlling compaction and all necessary quality control testing.

Notify the Project Manager when compaction is complete on a section so it can be tested.

Compaction and testing will continue until the section meets density requirements, or until the 3-hour work window has been exceeded.

Samples for determining the compressive strength will be determined in accordance with

MT_201. Test method MT 216 will be used to mold cylinders for strength testing.

The approximate quantity represented by each sample is 1,000 yd³. Additional samples may be taken and tested.

The compressive strength tests will be conducted at 7 days and the material represented will be accepted or rejected in accordance with Table 304-2. Any corrective action is at Contractor expense.

The Contractor may make additional cylinders to determine strength gain and to maintain quality control.

DRAFT

ATTACHMENT 3

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Owner, and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require for future construction improvements or maintenance of Heiken Road and Buffalo Trail Road.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

S02, T03 N, R23 E, LOTS 3, 4 & S2NW (LESS RY, HWY & C/S 1028)
S02, T03 N, R23 E, C.O.S. 1403, PARCEL 1
S03, T03 N, R23 E, ALL (LESS COS 1029) & TR 1 COS 1029
S04, T03 N, R23 E, LOTS 1 & 2 & S2NE
S04, T03 N, R23 E, LTS 3, 4 & S2NW4
S04, T03 N, R23 E, SE4
S09, T03 N, R23 E, ALL
S10, T03 N, R23 E, N2 & SW4
S10, T03 N, R23 E, SE4
S11, T03 N, R23 E, ALL
S12, T03 N, R23 E, NW4 W OF RY & HWY
S12, T03 N, R23 E, SW4
S27, T04 N, R23 E, SW4 & SWNW W OF RY
S33, T04 N, R23 E, E2
S33, T04 N, R23 E, W2
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 2, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 1, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 3, (23)
S35, T04 N, R23 E, FRAC W2SW4 & W OF RY & HWY

Signed and dated this ____ day of _____, 20__.

Owner

Name, Title

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____