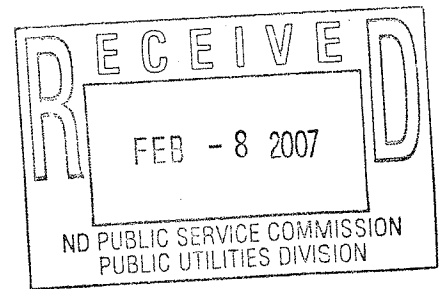


**Just Wind - Wind Farm Development**

2470 Fairview Lane • Mound, Minnesota 55364 Phone (612) 245-6608



**February 6, 2007**

**Ilona A. Jeffcoat-Sacco  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue Dept. 408  
Bismarck, North Dakota 58505-0480**

**RE: Letter of Intent to File an Application for a Wavier of Procedures and Time Schedules, and a Combined Certificate of Corridor Compatibility and a Transmission Facility Siting Permit**

**Dear Secretary Jeffcoat-Sacco:**

**In November of last year, after a number of meetings and conversations with your staff. It was determined by your staff that it was not necessary for me to send a Letter of Intent for our proposed Wind Farm Project. However, after further research based on engineering reports and transmission information, I would like to inform you of the following:**

**In accordance with NDCC Section 49-22-07.1 and Chapter 69-06-03 of the North Dakota Public Service Commission's administrative rules, Just Wind LLC, ("Just Wind") respectfully submits one original and ten (10) copies of this Letter of Intent to File an Application for a Wavier of Procedures and Time Schedule, and a combined Certificate of Corridor Compatibility and a Transmission Facility Siting Permit application.**

**The permit would authorize the construction of approximately a 192 MW nameplate capacity wind farm project. The permit would cover the NDCC Section 49-22-03(5) referencing the "Generation of 100 Mws or more of electricity" and the possibility that our project might meet or exceed NDCC Section 49-22-03 "Electric transmission line and associated facilities with a design in excess of 115 kV". The proposed application will allow Just Wind to contribute approximately 81 MW of firm renewable energy to the power grid.**

Pursuant to NDCC Section 49-22-07.2, Just Wind is requesting that the Public Service Commission waive the Chapter 69-06-03-01 requirement that the Letter of Intent be filed at least one year prior to filing of the Application for a certificate. The reason for this request is that the proposed project must be in service by November of 2008 in order for Just Wind to meet the required in-service date for its contract with its power purchase customer.

Just Wind requests a Waiver of procedures and Time Schedule pursuant to Chapter 69-06-06 to enable a combined Energy Conversion Facilities (49-22-03(5)) and Transmission Facilities (49-22-03) proceeding.

In accordance with Chapter 69-06-03-02, the following required information is provided:

**1. Description of Size and Type of Facility and the Area Served:**

The proposed Wind Farm Project would consist of approximately 80 2.4 MW turbines with a nameplate capacity of approximately 192Mws. Which would allow for approximately 81Mws of firm transmission of renewable energy to the power grid. The project location is in Bryant Township in Logan County.

**2. A Map of the Study Area for the Proposed Site:**

See the attached map depicting the proposed project footprint. A final turbine site layout map will be supplied upon it's completion and FFA approval.

**3. The Anticipated Construction and Operation Schedule:**

Project construction is expected to commence in Spring or Summer of 2007 with completion in approximately Summer of 2008. Operation will commence immediately thereafter.

**4. An Estimate of the Total Cost of Construction:**

Just Wind estimates the total cost of constructing the proposed project

at approximately \$ 285 Million dollars.

Should you have any questions concerning this Letter of Intent, please contact me at 612-245-6608.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey L. Metzger", written over a printed name.

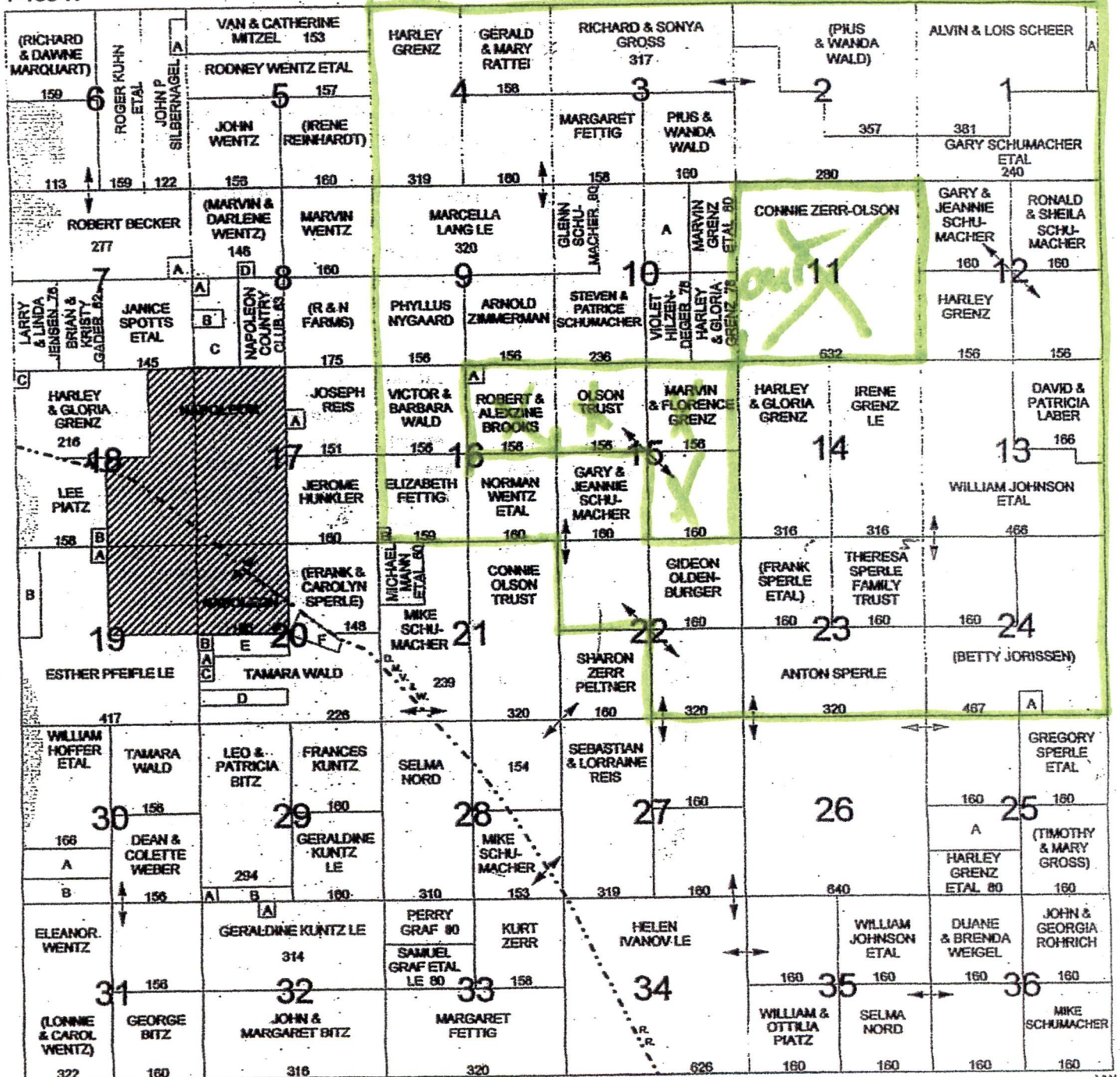
Jeffrey L. Metzger  
President of Just Wind LLC.

# BRYANT PLAT

T-135-N

CODE: AC

R-72-W



ET VW

### SMALL TRACT OWNERS

- 1-A (BRUCE & DONNA ELLISON) - 11 ACRES
- 6-A STEPHEN & JANE SILBERNAGEL - 11 ACRES
- 7-A PETER & HELEN BECKER - 10 ACRES
- 8-A MICHELLE FEIST - 8 ACRES
- 8-B NAPOLEON LIVESTOCK AUCTION INC - 13 ACRES
- 8-C DELORES WURL - 50 ACRES
- 8-D NAPOLEON WILDLIFE CLUB - 10 ACRES
- 10-A (BRUCE & CAROLYN COLEGROVE) - 80 ACRES
- 16-A PHYLLIS NYGAARD
- 16-B KEM ELECTRIC COOP INC
- 17-A KEVIN & KIMBERLY GLATT - 7 ACRES
- 18-A RICHARD & DEBORAH SPERLE - 5 ACRES
- 18-B MATHILDA BITZ - 2 ACRES
- 18-C ROGER & PATRICIA STEIN - 1 ACRE
- 19-A SEBASTIAN BITZ - 7 ACRES
- 19-B DAVID & PATRICIA LABER - 39 ACRES
- 20-A ANTON & JOANNE GLATT - 2 ACRES
- 20-B RODNEY & LINDA WENTZ - 2 ACRES
- 20-C CLARA WEIGEL - 11 ACRES
- 20-D JOHN & MARGARET BITZ - 52 ACRES
- 20-F NAPOLEON AIRPORT AUTHORITY - 19 ACRES
- 24-A RONALD WILLARDSSEN - 13 ACRES
- 25-A (BETTY JORISSEN) - 80 ACRES
- 29-A LOGAN COUNTY - 2 ACRES
- 29-B KAREN LANG - 15 ACRES
- 30-A CHARLENE & GERALD CRAM - 53 ACRES
- 30-B RUTH KIRSCHENMAN - 53 ACRES
- 32-A ANTON & CYNTHIA DOLL - 2 ACRES

X - NOT IN PROJECT

12.15 Relationship of Parties. The relationship created by this Lease shall be the relationship of landlord and tenant and shall not be construed in any manner to constitute a partnership, joint venture, or principal-agent relationship between the parties hereto, and neither party shall have authority to bind the other, except as expressly provided herein.

12.16 Waiver. The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Lease or any other covenant, condition or agreement herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

12.17 Covenants Running with the Land. The parties hereby agree that all of the covenants and agreements contained in this Lease touch and concern the real estate described in this Lease and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Leased Property and each parties' present or future estate or interest therein and upon each of the parties, their respective heirs, personal representatives, successors and assigns.

12.18 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents and instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease.

12.19 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease on the dates set forth below.

**LESSOR:**

**LESSEE:**

JUST WIND, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_