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September 26, 2011

VIA EMAIL

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480

RE: Bison 1 Wind Project
Oliver/Morton Counties
Siting Application
Case No. PU-09-151

Dear Mr. Nitschke:

Attached in compliance with the North Dakota Public Service Commission's information requirements is a fence waiver between Minnesota Power and a project landowner.

Please let us know if you have any questions.

Yours truly,

David R. Moeller

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Attachment

c: Ron Gullicks, Minnesota Power
Jim Atkinson, Minnesota Power
Mike Pontius, Minnesota Power

9/15/11

Allen Doll
4730 46th Ave
New Salem, ND 58563

Re: Bison I Wind Project
Fencing
South ½ Section 35 T141N R86W

Dear Landowner,

The North Dakota Public Service Commission Order for the Bison I Wind Project Case No. PU-09-151 dated September 29, 2009 requires Minnesota Power to replace any fences or gates we remove for our Project. A subsequent pre-construction phone conference with the ND PSC staff clarified that if the Landowner does not want the fence replaced at this time, but reserves the right to replace it in the future, we are to provide the PSC with a notice and documentation that the Landowner is waiving this requirement at this time.

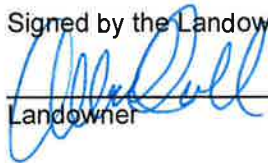
Article 10 of the Section Line Right of Way Improvement and Easement Agreement also provides for replacement of fences at the Landowner's request and is further clarified as follows:

- Landowner consents to the removal of the existing fence with metal fence posts salvaged for reuse by Landowner, and in consideration of the sum of \$320.00 to be paid by Minnesota Power to the Landowner to cover the estimated current cost to replace the fence, Landowner hereby waives the requirement that the existing fence be replaced by Minnesota Power.
- Minnesota Power agrees that the Section Line Right of Way Improvement and Easement Agreement does not preclude Landowner from building a replacement fence at Landowner's expense, and if Landowner builds a replacement fence in the future, said fence may be installed at the outside edge of the Easement Boundary.
- Landowner is specifically allowed to hay all portions of the 33 foot right of way and Easement Premises with the exception of the traveled roadway.

Please acknowledge your agreement with these clarifications and waiver by signing below:

Mike Pontius – Project Manager, Bison IB Wind

Signed by the Landowners this 22 day of September 2011.



Landowner

Landowner