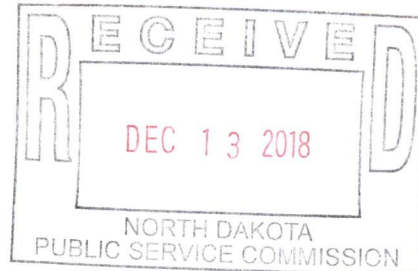


December 13, 2018

**VIA E-MAIL AND FEDERAL EXPRESS**

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



**RE: Meadowlark Wind I LLC's Application for a Certificate of Site Compatibility for the New Frontier Wind Energy Project in McHenry County, North Dakota  
Case No. PU-11-69**

Dear Mr. Nitschke:

Enclosed for filing please find eleven (11) copies of the Permit Agreement executed by Great River Energy and Meadowlark Wind I LLC. Ten copies of this letter are also enclosed. An electronic version of this letter and the referenced agreement were filed with the Commission today via e-mail.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Mollie M. Smith".

MOLLIE M. SMITH

MMS/ms/65444569  
Enclosures

cc: John Schuh (via e-mail)  
Jerry Lein (via e-mail)  
Todd Hartleben (via e-mail)  
Chad Tucker (via e-mail)  
Paul Wendelgass (via e-mail)

Attorneys & Advisors  
main 612.492.7000  
fax 612.492.7077  
fredlaw.com

Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, Minnesota  
55402-1425

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**182 PU-11-69** Filed: 12/13/2018 Pages: 9  
**Letter enclosing copy of Great River Energy and Meadowlark Wind I LLC Permit Agreement**

Meadowlark Wind I LLC

Mollie Smith, Fredrikson&Byron, P.A.

## PERMIT AGREEMENT

This Permit Agreement (this “**Agreement**”) is made, dated and effective as of December 12, 2018, by and between Great River Energy, with an address of 12300 Elm Creek Blvd., Maple Grove, MN 55318 (“**GRE**”) and MEADOWLARK WIND I LLC, a Delaware limited liability company, with an address of 155 Federal Street, Suite 1200, Boston MA 02110 (“**Meadowlark Wind I**”). GRE and Meadowlark Wind I are sometimes collectively referred to herein as the “**Parties**” and each individually as a “**Party**.”

### RECITALS

A. Meadowlark Wind I is constructing certain wind-powered generation facilities located in McHenry County, North Dakota, which facilities are collectively known as the Meadowlark Wind I Wind Energy Project (the “**Project**”).

B. Meadowlark Wind I is the developer, owner and operator of the Project.

C. Meadowlark Wind I has a leasehold interest in certain property in McHenry, North Dakota, that is the site for construction of wind turbine number T-6 (hereinafter referred to as “**Turbine T-6**”) that is located nearby GRE Lands as defined below (collectively, the “**Lease Area**”) as set forth on Exhibit A.

D. GRE owns a 230 kV transmission line, including certain easements or similar right of way rights relevant to the 230 kV transmission line, that runs Southeast-Northeast through the Lease Area to the McHenry substation (“**GRE Transmission Line**,” such underlying property rights being referred to herein as the “**GRE Lands**”) as depicted on Exhibit A.

E. Turbine T-6 has been located in the area approximately at the location designated on the attached Exhibit A.

F. Meadowlark Wind I has unintentionally installed Turbine T-6 in a location that may be less than the transmission line right-of-way setback in N.D.A.C. § 69-06-08-01(2)(a)(4). GRE hereby agrees to permit Meadowlark Wind I to install Turbine T-6 at less than the distance set forth in the transmission line right-of-way setback (as shown in Exhibit A) if the Public Service Commission of North Dakota (“**PSC**”) grants Meadowlark Wind I relief from the setback requirement for Turbine T-6 as more fully set forth herein below, and subject to Meadowlark Wind I’s obligations to GRE under this Agreement.

### AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated by reference as if fully set forth herein.

2. Meadowlark Wind I covenants to GRE that Turbine T-6 shall not interfere with the operation, maintenance, repair or replacement of the GRE Transmission Line as it presently exists or may exist in the future.

3. In the event that Turbine T-6 interferes with the operation, maintenance, repair or replacement of the GRE Transmission Line, GRE shall provide written notice of such interference to Meadowlark Wind I. In the event that the interference by Turbine T-6 causes physical damage to the GRE Transmission Line, causes physical damage to GRE material or equipment, or causes the GRE Transmission Line to fail to operate or fail to operate properly, GRE shall have the right, in its sole discretion, to determine and perform the correction to such damage or failure to operate. Within thirty (30) days of receipt by Meadowlark Wind I of an invoice from GRE documenting the liabilities, damages, fines, expenses and other financial harm incurred by GRE due to such damage or failure to operate, Meadowlark Wind I shall remit payment of the invoice amount to GRE.

4. Subject to issuance of an order by the PSC authorizing T-6 to remain in place, GRE hereby agrees to permit Meadowlark Wind I to install Turbine T-6 at the location authorized by the PSC (as shown in **Exhibit A**) ; *provided, however*, that the height of Turbine T-6, including a fully extended blade, does not presently and will not in the future exceed 492 feet. Upon the PSC's issuance of said order, the order shall be made **Exhibit B** to this Agreement.

5. Meadowlark Wind I represents and warrants to GRE that: (i) the execution and delivery of this Agreement by the person(s) signing below for Meadowlark Wind I has been duly authorized by Meadowlark Wind I, and (ii) no approval, consent or signature by any third party is required in connection with Meadowlark Wind I's execution and delivery of this Agreement or the enforceability of this Agreement.

6. GRE represents and warrants to Meadowlark Wind I that: (i) the execution and delivery of this Agreement by the person(s) signing below for GRE has been duly authorized by GRE.

7. Meadowlark Wind I agrees to defend, indemnify, and hold harmless GRE, its members, affiliates, agents, officers and employees, from and against claims, demands, liabilities, damages, pleadings, fines, penalties, judgments and expenses (including attorneys' fees and costs) arising from the permit granted under paragraph 4 of this Agreement; *provided, however*, that such defense and indemnity shall not apply to the extent that any claims, demands, liabilities, damages, pleadings, fines, penalties, judgments and expenses (including attorneys' fees and costs) arise from GRE's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Meadowlark Wind I to GRE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for GRE is necessary. Meadowlark Wind I also agrees to reimburse GRE for all costs, expenses and attorneys' fees incurred if GRE prevails in an action against Meadowlark Wind I in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

Meadowlark Wind I shall secure and keep in force during the term of this Agreement commercial general liability insurance coverage that complies with the requirements of Section 18.4 (including the required limits of coverage and other terms specified in Section 18.4) of the generator interconnection agreement applicable to Meadowlark Wind I as the interconnection customer (currently MISO G830), with GRE named as an additional insured on said policy or policies of insurance that meet the requirements of Section 18.4.

8. Notices and communications given under this Agreement shall be in writing and delivered by one of the following methods: (i) certified or registered U.S. Mail, postage paid, return receipt requested, (ii) United States Express Mail or other established express delivery service (such as Federal Express or UPS), postage or delivery charge prepaid, or (iii) by hand delivery, addressed to the recipient Party at the address first set forth above or at such other address as the Party may designate from time to time by written notice to the other Party given as provided for under this Section. Such notices shall be effective upon receipt, or, if delivery is refused by the addressee Party, upon refusal of such delivery. In the event that notice to a Party has failed because such Party has neglected to provide the other Party with its current address, delivery will be deemed effective upon confirmation from the United States Postal Service, or established express delivery service, or person attempting to hand deliver the notice, that the last known address is ineffective.

9. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Meadowlark Wind I shall neither assign nor transfer Meadowlark Wind I's interests or duties under this Agreement without the express written consent of GRE. No Party transferring or assigning its interests under this Agreement shall be relieved of liability until the transferee or assignee expressly agrees to assume and be bound by the terms and conditions of this Agreement, and no Party transferring or assigning its interests under this Agreement shall be relieved of any liability that arose before the date of such assignment or transfer and which remains unsatisfied after the date of transfer or assignment, or for liability relating to any interest that such Party continues to own or hold in the GRE Lands or Lease Area.

10. This Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State of North Dakota (without reference to principles of conflict of laws).

11. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute a single agreement.

12. This Agreement shall terminate upon:

- A. The retirement of the Project and removal of the Meadowlark Wind I Facilities;
- B. The removal or relocation of Turbine T-6 outside the required transmission line right-of-way setback distance set forth in N.D.A.C. § 69-06-08-01(2)(a)(4); or

C. The PSC denying, revoking or otherwise rescinding an order authorizing Meadowlark Wind I to leave Turbine T-6 in its current location (as shown in Exhibit A).

13. In addition to and separate from the termination language in paragraph 12, GRE specifically reserves the right to revoke or change the terms and conditions of this Agreement with or without cause and upon notice to Meadowlark Wind I.

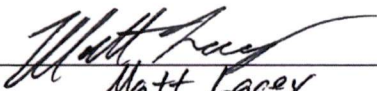
14. No modification or amendment of this Agreement shall be binding unless in a written instrument referring to this Agreement and executed by the Parties or their successors.

GRE agrees, upon request from Meadowlark Wind I, to amend Exhibit A after any construction by Meadowlark Wind I of the Meadowlark Wind I Facilities to reflect the as-built locations thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

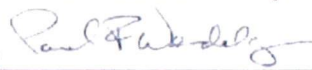
**GRE:**


GREAT RIVER ENERGY

By:   
Name: Matt Lacey  
Title: Director, Transmission Business Strategy & Development

**MEADOWLARK WIND I:**

MEADOWLARK WIND I LLC  
A Delaware limited liability company

By:   
Name: Paul F. Wendelgass  
Title: Managing Director, Business Dev.

By:   
Name: Christopher L. Kopecky  
Title: Vice President, Commercial Services

**EXHIBIT A**

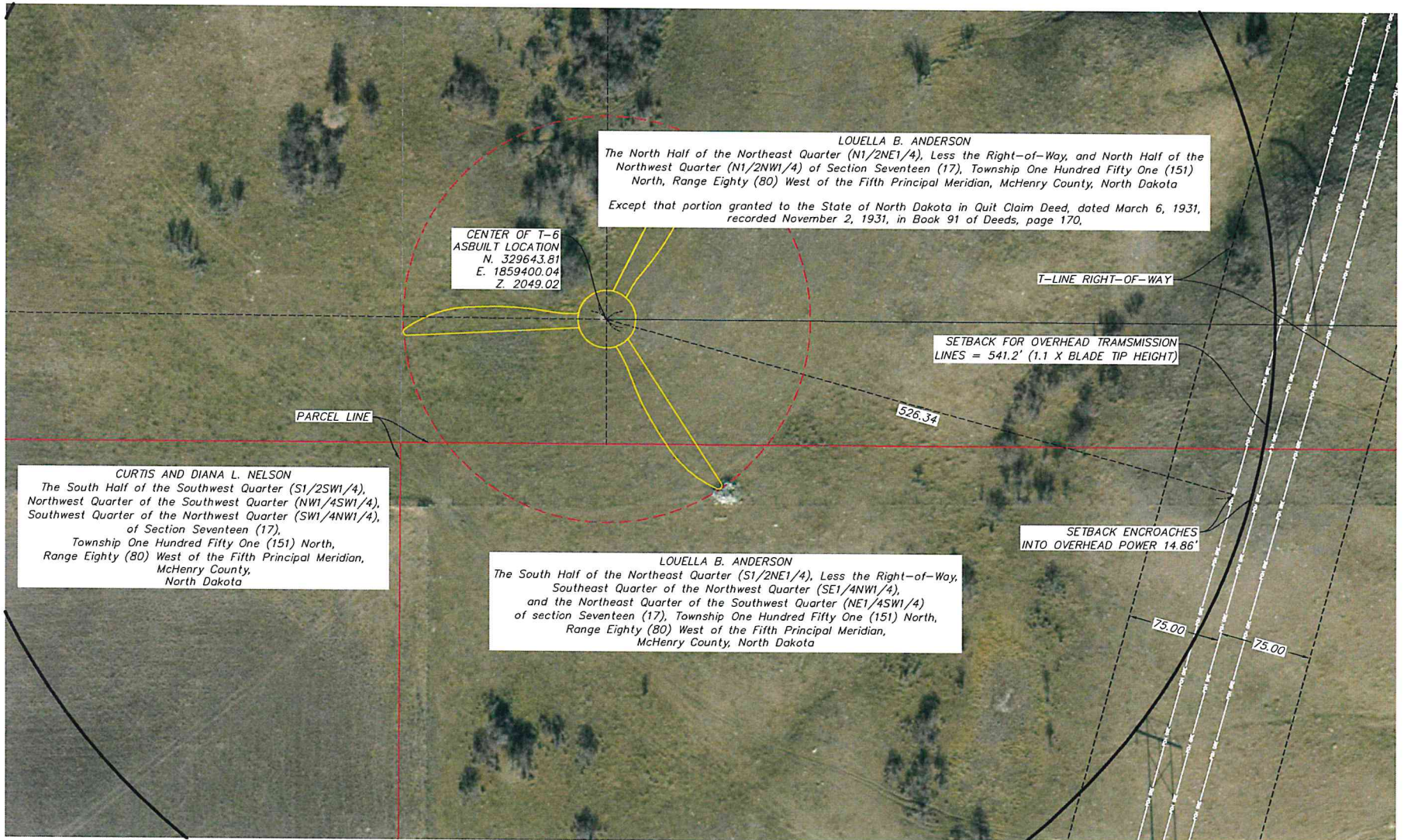
**Facilities, Lease Area and GRE Lands**

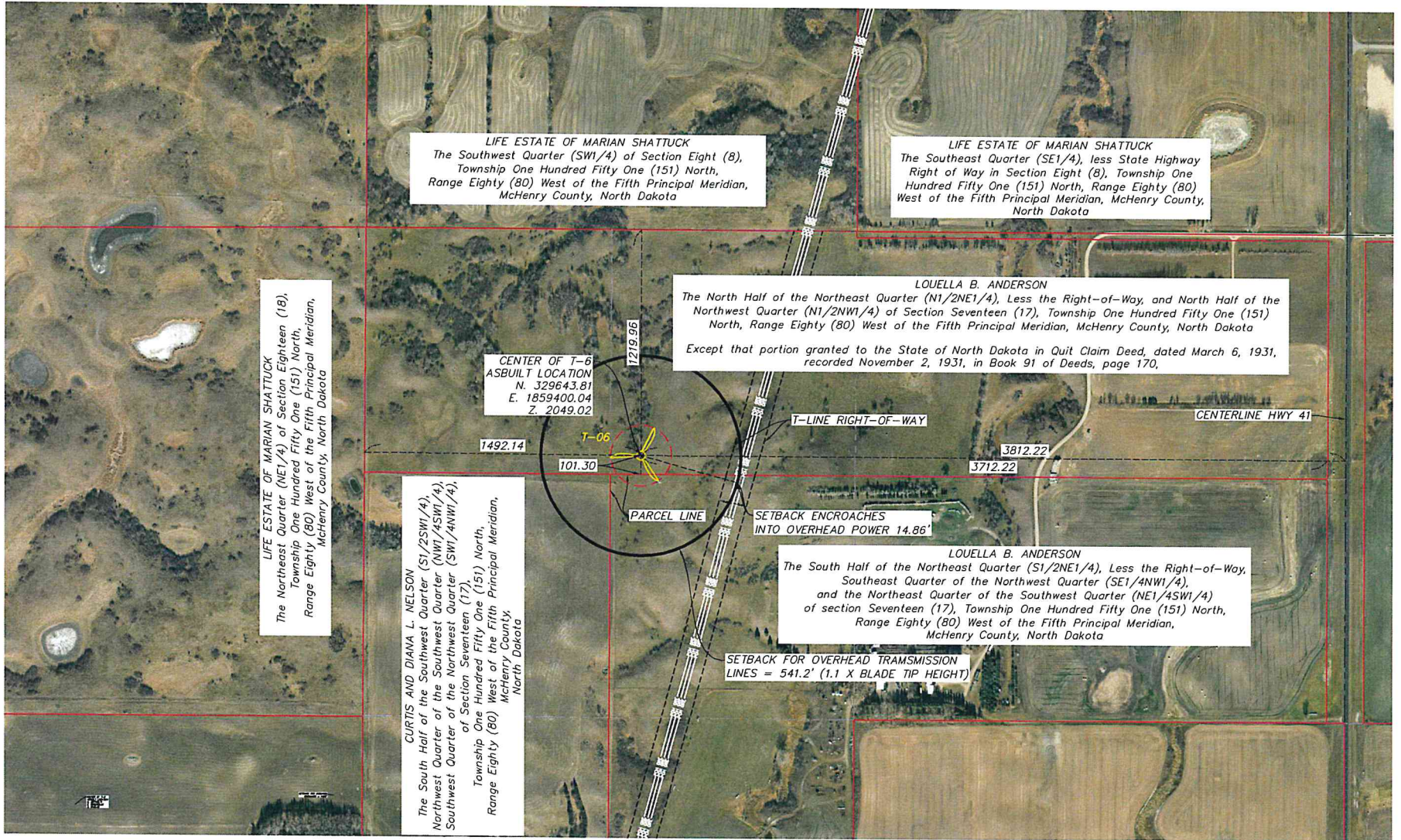
Location of Facilities – See PDF

**EXHIBIT B**

**North Dakota Public Service Commission Order**

# Exhibit A





LIFE ESTATE OF MARIAN SHATTUCK  
 The Southwest Quarter (SW1/4) of Section Eight (8),  
 Township One Hundred Fifty One (151) North,  
 Range Eighty (80) West of the Fifth Principal Meridian,  
 McHenry County, North Dakota

LIFE ESTATE OF MARIAN SHATTUCK  
 The Southeast Quarter (SE1/4), less State Highway  
 Right of Way in Section Eight (8), Township One  
 Hundred Fifty One (151) North, Range Eighty (80)  
 West of the Fifth Principal Meridian, McHenry County,  
 North Dakota

LIFE ESTATE OF MARIAN SHATTUCK  
 The Northeast Quarter (NE1/4) of Section Eighteen (18),  
 Township One Hundred Fifty One (151) North,  
 Range Eighty (80) West of the Fifth Principal Meridian,  
 McHenry County, North Dakota

LOUELLA B. ANDERSON  
 The North Half of the Northeast Quarter (N1/2NE1/4), Less the Right-of-Way, and North Half of the  
 Northwest Quarter (N1/2NW1/4) of Section Seventeen (17), Township One Hundred Fifty One (151)  
 North, Range Eighty (80) West of the Fifth Principal Meridian, McHenry County, North Dakota  
 Except that portion granted to the State of North Dakota in Quit Claim Deed, dated March 6, 1931,  
 recorded November 2, 1931, in Book 91 of Deeds, page 170,

CENTER OF T-6  
 ASBUILT LOCATION  
 N. 329643.81  
 E. 1859400.04  
 Z. 2049.02

1492.14

101.30

12719.96

T-06

T-LINE RIGHT-OF-WAY

CENTERLINE HWY 41

3812.22

3712.22

PARCEL LINE

SETBACK ENCROACHES  
 INTO OVERHEAD POWER 14.86'

LOUELLA B. ANDERSON  
 The South Half of the Northeast Quarter (S1/2NE1/4), Less the Right-of-Way,  
 Southeast Quarter of the Northwest Quarter (SE1/4NW1/4),  
 and the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4)  
 of section Seventeen (17), Township One Hundred Fifty One (151) North,  
 Range Eighty (80) West of the Fifth Principal Meridian,  
 McHenry County, North Dakota

CURTIS AND DIANA L. NELSON  
 The South Half of the Southwest Quarter (S1/2SW1/4),  
 Northwest Quarter of the Southwest Quarter (NW1/4SW1/4),  
 Southwest Quarter of the Northwest Quarter (SW1/4NW1/4),  
 of Section Seventeen (17),  
 Township One Hundred Fifty One (151) North,  
 Range Eighty (80) West of the Fifth Principal Meridian,  
 McHenry County,  
 North Dakota

SETBACK FOR OVERHEAD TRANSMISSION  
 LINES = 541.2' (1.1 X BLADE TIP HEIGHT)