

**Road Haul Agreement – Dickey County, ND  
Big Stone South to Ellendale Project**

This agreement is entered into this 9 day of February, 2016, by and between Dickey County, North Dakota (the “County”) and the Big Stone South to Ellendale Project, by and through Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., a Delaware corporation, and Otter Tail Power Company, a Minnesota corporation (“Otter Tail”), (collectively, the “BSSE Project”).

**WHEREAS**, Otter Tail is the Construction Manager of the BSSE Project’s construction of a new 345 kV transmission line (the “Project”), a portion of which is located in the County;

**WHEREAS**, BSSE Project will involve transportation, installation, and operation of the equipment in and adjacent to road rights-of-way that are under the jurisdiction of the County;

**WHEREAS**, for purposes of preparation and construction, it is anticipated the BSSE Project will utilize the County’s roads from an estimated start date of October 1, 2017 through an anticipated completion date of December 31, 2018 ;

**WHEREAS**, pursuant to North Dakota Century Code chapter 49-22 and North Dakota Administrative Code article 69-06, the North Dakota Public Service Commission has granted a permit to construct the Big Stone South to Ellendale Project (the “Route Permit”);

**WHEREAS**, pursuant to the Route Permit, the BSSE Project is required to acquire all necessary permits authorizing the crossing of county and township roads, and will follow all applicable laws and regulations regarding vehicle requirements and weight limits; and

**WHEREAS**, the County and BSSE Project are desirous of a cooperative relationship whereby the BSSE Project will use the public right-of-way in connection with the BSSE Project and, upon completion of construction, to restore the right-of-way as near as possible to its pre-construction conditions;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

The BSSE Project and its representatives may use the County road rights-of-way in their reasonable discretion in connection with the BSSE Project, subject to the following regulations:

- A. The BSSE Project shall conduct a third-party pre-construction assessment to document the pre-construction condition of the County road rights-of-way that are anticipated to be used by the BSSE Project and such anticipated roads are listed on **Exhibit A** and depicted on **Exhibit B**.
- B. Pre-construction assessment shall identify the condition of the anticipated haul roads, including width of subgrade, type, thickness and width of surfacing material and type, size and location of drainage structures as well as other highway appurtenances.

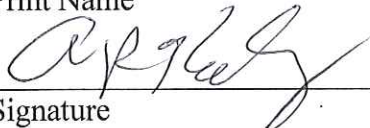
- C. The BSSE Project shall provide County with the assessment reports of County road rights-of-ways and conduct a pre-construction meeting with County officials.
- D. The BSSE Project shall conduct a third-party post-construction assessment to document post-construction/post restoration condition of the County road rights-of-way and provide a assessment report to County.
- E. The BSSE Project will coordinate with the County to ensure road surfaces are maintained and passable during the BSSE Project's construction activities. The BSSE Project shall promptly reimburse the County within 30 days from the date of billing for any costs incurred for road maintenance needed as a result of the BSSE Project's construction activities. This does not include snow removal on existing roads which will be the responsibility of the County.
- F. The County and BSSE Project representatives shall conduct a post-construction/post-restoration meeting to review post-construction/post-restoration rights of way conditions. The BSSE Project will return roads and rights-of-way to their pre-BSSE Project condition, or better.
- G. Unloading equipment and supplies from the roadway is permitted with proper warning signs for brief time periods. Materials and equipment shall not be stored or parked on existing roadways except during unloading operations. The BSSE Project shall be responsible for any project related signage.
- H. Mud from vehicles shall be cleaned off prior to entering the roadways contemplated by this agreement. Should mud be tracked onto the roadway, it shall be promptly removed if it presents a hazard to the public, or if the County requests to have it removed. Otherwise, the mud shall be removed from the roadway by the end of the workday.
- I. Gravel surfaced roadways that become rutted or irregular due to hauling shall be smoothed out as needed, but no less than at least once at the end of each day. Gravel surfacing will be placed in area where excessive damage has occurred, and the public needs to use the roadway to access their homes or farming operations. This will be done as needed to keep the roadway in a safe and usable condition, or as the County requests in order to keep the roadway in a safe and usable condition.
- J. Construction operations will be modified when wet conditions exist to prevent damage to the roadway surface. The BSSE Project will follow all weight restrictions, including seasonal load limitations on roads, and no variances of such seasonable load limited will be requested.
- K. Damage to isolated areas, such as trucks turning at the same location pushing the roadway down and out, or isolated soft areas in the roadway surface, shall be repaired by leveling the areas. Roads used by the BSSE Project will be returned to their pre-project condition, or be left in better condition. Gravel will be added on those road surfaces in need of additional gravel either during or after BSSE Project usage.


- L. State and County highways shall be used whenever possible for hauling materials and equipment. Haul roads shall be designated in order to use better roadways, spread out the usage to prevent damage and keep the heavy loading on as few roadways as possible. This may mean that some haul distances will be increased by using these roadways. The roads expected to be used for hauling within the County are attached as **Exhibit A** and shown on **Exhibit B**; however, all parties to this agreement specifically agree there may be instances in which roads not listed are used by the BSSE Project in emergency or other circumstances.
- M. The following procedure will be implemented if the post-construction/post-restoration inspection shows that the County road rights-of-way (including roads, drive approaches, culverts, and ditches) were damaged by the BSSE Project or its representatives in connection with the BSSE Project. After consulting with the BSSE Project and giving the BSSE Project the opportunity to provide input as to the reasonably necessary corrective action to be taken, such damage will be repaired by reasonably necessary corrective action by the County or its representatives, which shall be promptly reimbursed the reasonable costs of such work.
- N. The BSSE Project shall name the County as an additional insured on liability insurance associated with the BSSE Project in the County, and shall cause a certificate of such insurance to be issued demonstrating proof.
- O. The BSSE Project agrees to indemnify the County from any claims made or damages sought with respect to the BSSE Project, along with all costs incurred by County, including but not limited to attorney fees and costs, except that the BSSE Project shall not indemnify the County to the extent such claims or damages are based on the conduct of the County.
- P. The BSSE Project transmission line foundations and monopole structures will be located off the road rights-of-way.
- Q. If necessary, the BSSE Project will provide and be responsible for providing and managing appropriate work zone traffic control required for the construction of the BSSE Project. The BSSE Project representatives will remain in consistent contact with County's Highway Supervisor and other Highway Department personnel, as appropriate, to ensure County is aware of the BSSE Project status and road usage.

The County's mailing address is:  
 Dickey County Highway Department  
 213 15<sup>th</sup> Street N.  
 Ellendale, ND 58436

Big Stone South to Ellendale

Dickey County, ND

Al Koedker  
 Print Name  
  
 Signature

Jeffrey A Hagen  
 Print Name  
  
 Signature

Project MGR  
Title

2/15/16  
Date

Highway Superintendent  
Title

2/9/2016  
Date