

STARK COUNTY HAUL ROAD AGREEMENT

THIS HAUL ROAD AGREEMENT is entered into by and between Stark County, North Dakota, and Brady Wind, LLC, a Delaware limited liability company (Brady Wind) of 700 Universe Blvd., FEJ/JB, Juno Beach, Florida 33408 in consideration of mutual covenants contained herein.

It is agreed to by and between the parties that the Contractor can use, as and for a road to haul materials to and from the areas referenced below, the following road/roads as a Haul Road; this/these road/roads being attached in the enclosed Haul Road Site Plan.

Restrictions on the use of this/these road/roads are as follows: The road must be restored to the original condition or better than was recorded during the pre-haul road inspection conducted on a date to be coordinated with the Stark County Road Department. Contractor must also provide an amount to be determined after the pre-haul road inspection in a performance bond to cover any damages that may occur to the road/roads or bridge/bridges. (List any additional items to be included below)

No additional items are to be included

It is agreed that the maintenance and restoration of this/these haul road/roads shall conform with the specifications as set forth in the most current Standard Specifications for Road and Bridge Construction as adopted by the North Dakota Department of Transportation, Bismarck, North Dakota, and all amendments thereto as well as meet other requirements set forth in this agreement.

It is agreed that while using this/these haul road/roads, the speed limit for trucks will be the posted speed limit with a 20,000 pound per axle limit on this/these road/roads. It is the responsibility of the Contractor to adhere to all legal load limit requirements per their particular truck configurations and capacities. During annual road restrictions this agreement is null and void, unless otherwise stated above under special restrictions.

It is agreed that the above referenced segment/segments of road shall be subject to a pre-haul inspection by the Stark County Highway Superintendent and its engineers. There will also be a post-haul inspection. The contractor shall pay 50% of all costs for completing the pre-haul and post-haul inspections.

That Brady Wind and its subcontractors shall be financially responsible to Stark County for the maintenance and restoration of the haul road/roads for damage attributable to hauling of materials, transporting and traversing of equipment in accordance with the above referenced specifications.

The North Dakota Department of Transportation agreed it shall not sign off on a haul road release until Stark County is satisfied that the road has been restored or maintained in accordance with Stark County's recommendations, if the project involves the North Dakota Department of Transportation.

It is further agreed, that any improvements to or widening of the road necessitated by the Contractor's operations, including but not limited to, modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed and shall be made at the Contractor's sole expense unless otherwise authorized in addendum to this agreement. Any such improvement shall be requested and authorized by Stark County as a separate request from the Contractor and said improvements are not authorized by this agreement.

It is further agreed, that any snow removal completed by Brady Wind, on the above described road/roads shall meet the reasonable and acceptable standards as prescribed by Stark County.

It is further agreed, that while hauling is in progress, if an Engineer for Stark County or the Highway Superintendent for Stark County believes that there is substantial evidence of present damage to the road occurring, that the hauling shall immediately cease upon the order of the Stark County Highway Superintendent in order for the contractor to provide appropriate repairs to the road/roads and/or bridge/bridges. In the event a hazardous road condition is identified by Stark County, the contractor will have 24 hours after notification by Stark County to complete the repair of the hazardous condition or properly sign the area according to the Manual on Uniform Traffic Control Devices currently adopted by the North Dakota Department of Transportation. Failure to complete the repair will allow Stark County employees or a qualified contractor, as determined by Stark County to complete the repair and forward the invoice to Brady Wind for payment and/or reimbursement.

Brady Wind agrees to defend, indemnify and hold harmless Stark County and its commissioners, trustees, administrators, employees, engineers and representatives (collectively the "Indemnified Party") against any and all losses, claims, damages, expenses and liabilities (including reasonable attorneys' fees) for physical damage to the road/roads and bridge/bridges arising out of the obligations identified in this agreement and for physical injury to any person to the extent resulting from or arising out of:

1. Any operations or activities of Brady Wind on the road/roads and bridge/bridges of

- the Stark County that give rise to the obligations identified in this agreement;
2. Any negligent or willful misconduct on the part of Brady Wind in connection with any operations or activities of Brady Wind on the road/roads and bridge/bridges of Stark County that give rise to the obligations identified in this agreement; or
 3. Any breach of this Agreement by Brady Wind. Furthermore, Brady Wind agrees to defend, indemnify and hold harmless the Indemnified Party from any third party claims arising out of the terms and conditions of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

Brady Wind shall procure and endeavor to maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. Certificates of Insurance shall be provided to Stark County and shall list the Stark County as an additional insured.

General Liability -- not less than \$1,000,000
Automobile Liability not less than \$1,000,000
Worker's Comp — Statutory


No other requirements have been identified by the County


Brady Wind must maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any liability or contractual obligation or responsibility. In the event of Brady Wind failure to maintain the required insurance, Stark County may order Brady Wind to immediately stop work and upon seven (7) days notice and an opportunity to cure, may pursue its remedy for breach of this Agreement as provided herein and by law.

The laws of Stark County, North Dakota shall govern this agreement, and any legal proceeding regarding this agreement shall be brought in the District Court of Stark County, North Dakota. Further, by performing these services in Stark County, North Dakota, Brady Wind hereby submits to the jurisdiction of the District Court of Stark County, North Dakota.

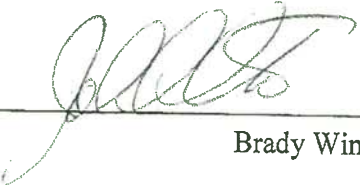
The hauling of materials on attached in the enclosed Haul Road Plan shall cease as soon as materials to be hauled to the Brady Wind Energy Center have been delivered. The hauling shall commence on or after April 2016; and that this agreement shall be in effect until a projected date of December 2016, unless sooner revoked by Stark County.

Dated this 24 day of March, 2016.

By: 
Its: Highway Superintendent, Stark County

Attest: 

Dated this 4 day of March, 2016.

By: 
Brady Wind, LLC

Attest: _____

COUNTY HIGHWAY DEPARTMENT
CONSTRUCTION IN COUNTY RIGHT-OF-WAY APPROACH PERMIT

The Board of Stark County Commissioners, in the State of North Dakota, hereby grant permission to Brady Wind, LLC, a Delaware limited liability company

to place, construct, and thereafter maintain an approved access road at the following location(s):

Section: Please see list Township: Please see list Range: Please see list

along county road: Please see enclosed list of 34 access road approaches.


1. Above ground fixtures shall be located off the road right-of-way or on the right-of-way line.
2. All trenches and other excavations shall be carefully backfilled in such a manner as to eliminate settlement, and the surface of the ground shall be returned to its original condition.
3. It is understood and agreed that Stark County will not be liable for any costs in connection with the future required relocation of the road improvement.
4. All abandoned approaches/roads shall be reclaimed to their original state at the cost of the applicant and/or its successors.
5. Installation, maintenance, relocation, and removal of said approach on county right-of-way shall be done in a manner satisfactory to, and subject to supervision by the Stark County Road Superintendent.
6. Stark County shall not be liable for damage to said approach resulting from reconstruction or maintenance of the right-of-way. Applicant and/or its successors shall hold the County harmless for injury to persons or damage to property resulting from the location of said approach on county right-of-way. Applicant and/or its successors are responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities on any existing road or section line in Stark County. Furthermore, the applicant and/or its successors agree to indemnify and hold harmless Stark County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Stark County on account of the activities conducted by the applying company and/or its successors on the construction of said approach.
7. Applicant and/or its successors shall promptly remove said approach from county right-of-way or shall relocate or adjust said approach, at its sole cost and expense when

requested to do so by the County. When applying company and/or its successors uses an existing road or section line easement, the applying company shall be responsible to pay for all costs of moving, relocation, or reconstructing the said approach, should Stark County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota State law. Should the applicant and/or its successors fail to take necessary steps to relocate, or reconstruct its approach, the County may take steps to have the same accomplished, and the applying company agrees to reimburse the County for all expenses incurred by Stark County in moving, relocating, or reconstruction of the approach so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

8. If at any time Stark County wants to excavate in this area and if it should require the said approach to be moved, it will be at the expense of the applying company and/or its successors.
9. Applicant and/or its successors shall repair or replace highway structures and appurtenances, and any existing facilities located on, over or under highway right-of-way, which may be damaged as a result of the installation and maintenance of said approach on highway right-of-way.
10. A GPS drawing of any proposed location must be placed on file with the Stark County Auditor and must show at a minimum the location of the proposed facility from a section or quarter line, section, township and range where the said approach will be placed.

**Before commencement of construction, the applicant must meet with the Stark County Road Superintendent.

**This application shall be accompanied by a \$25.00 fee.

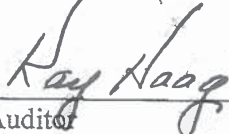

Applicant (Representative, Company)

700 Universe Blvd., FEJ/JB, Juno Beach, FL
Applicant Address (Address, City, State, Zip)

901 691 7132
Phone Number of Applicant

901 691 7307
Fax Number of Applicant

Date: March 4, 2014


Stark County Auditor

**APPLICATION AND PERMIT
STARK COUNTY
ROAD CROSSING/RIGHT-OF-WAY ENCROACHMENT/PIPELINE/UTILITY PERMIT**

Brady Wind, LLC, a Delaware limited liability company

700 Universe Blvd., FEJ/JB Juno Beach, FL 33408

(Name and address of applicant)

hereinafter called the Applicant, is hereby granted permission to install and maintain the following described facilities on, across, or adjacent to county right-of-way, as shown on the plans attached hereto and made a part hereof: (describe type of facilities to be located on county right-of-way, give legal description of location of said facilities, and attach map or plans)

See attached "collection" crossing locations (35 crossings)--Note:C9 coordinated with NDDOT

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on county right-of-way shall be subject to the following terms and conditions:

1. Upon construction, maintenance, relocation, or removal of said facilities, any right-of-way scars shall be removed and the disturbed areas restored to original condition, including the re-seeding thereof where necessary. Trenches dug within county right-of-way shall be backfilled and compacted to density equal to that of the adjacent undisturbed soil.
2. Installation, maintenance, relocation, and removal of said facilities on county right-of-way shall be completed in a manner satisfactory to, and subject to supervision by, the County Road Superintendent and/or County Commissioners.
3. Stark County shall not be liable for damage to said facilities resulting from reconstruction or maintenance of the right-of-way.
4. Applicant shall hold the County harmless for injury to persons or damage to property resulting from the location of said facilities on County right-of-way.
5. Applicant shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under county right-of-way, which may be damaged as a result of the installation and maintenance of said facilities on County right-of-way.

6. Applicant agrees to comply with all County road restrictions and load limit restrictions. Contact the County Road Superintendent for information.
7. Applicant shall promptly remove said facilities from county right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the County to accommodate any road construction or re-construction.
8. Applicant agrees that buried road crossings on all County Major Collector (CMC) Roads, all paved roads, and any other road crossing designated at the time of application and noted hereon, shall be bored or jacked under the roadway. Plans for boring or jacking at each crossing shall be submitted to the County Road Superintendent for approval prior to construction.
9. Applicant agrees to provide to the County Global Positioning System data on the location of said facilities upon completion, collected by the following process: Data collection must be completed with a Global Positioning System (GPS) receiver capable of sub-meter data collection. Location data collected by GPS must be corrected, either through the use of post processing (differential correction from a reliable base) or real-time differential correction. Data must be collected in the NAD83 coordinate system, with locations (points) collected in geographic (latitude, longitude) coordinates. These coordinates must be in decimal degrees (not degrees, minutes, seconds) calculated to 6 decimal places.
10. Applicant agrees to provide the above requested GPS data to Stark County within 120 days of approval of permit or Stark County will collect the data and charge the cost to the company receiving the permit. If an extension of time is needed, applicant must get specific written permission from the Board of County Commissioners.
11. All buried utilities including pipelines, power lines, telephone lines and water lines must be ~~set back a minimum of 100 feet from the centerline~~ of all sections lines and county roads unless perpendicular to said road or section line, or as approved by the Board of County Commissioners. All pipelines must be set back 200 feet from water bodies or unoccupied buildings, or as approved by the Board of County Commissioners.
*...set back a minimum of 75 feet from the centerline... (per Stark County Ordinance, section 6.28)
12. Maps (see additional requirements below) shall be CAD generated drawings based on field survey, showing ties to section corners, section lines, and other features as deemed necessary by the County. Hand drawn maps or sketches are not acceptable.

ADDITIONAL REQUIREMENTS: The following information must be included with the application before a permit will be approved and issued:

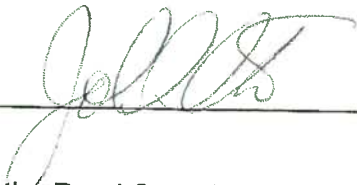
1. A map indicating the route, and county roads or right of ways intended for use by Applicant, and location of gas plants, compressor stations, substations, or other

facilities, if any;

2. Name and address of the contractor, including their ND contractor license number;
3. Name of contractor bonding company and bond or insurance number;
4. Copies of all easements or letters of consent obtained from adjacent private landowners;
5. Proposed commencement date April 2016 and completion date October 2016;
6. Size of line or facility (diameter, kV, etc.): 34.5 kV (with parallel fiber optic lines);
7. For pipelines, indicate the length of pipeline within Stark County. In addition, please indicate if the pipeline will extend beyond Stark County.
8. This application shall be accompanied by a \$250.00 fee for pipelines and \$100.00 for crossing permits.

The Stark County Road Superintendent will review this application and will either approve it as submitted or require a public hearing before the Stark County Planning and Zoning Commission. Commission approval is only to the extent the County has legal rights to and does not affect obligations of the Applicant to any other landowner or holders of legal rights.

Applicant
Signature



Title

V. A. President

Approved by the Road Superintendent, Stark County, Dickinson, North Dakota this

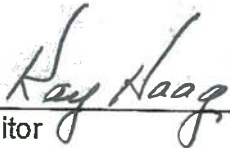
24 day of MARCH, 2016

Stark County



Stark County Road Superintendent

Attest:



Stark County Auditor