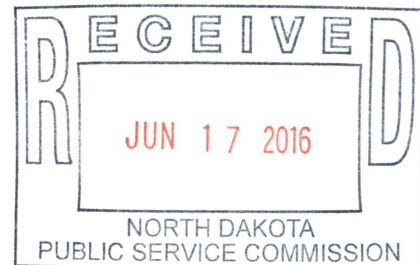


Casey A. Furey
100 West Broadway, Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
701.223.6585
cfurey@crowleyfleck.com

June 17, 2016

Hand Delivery

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



Dear Mr. Nitschke:

In re: Brady Wind, LLC
150 MW Wind Energy Center
PSC Case No. PU-15-690

Brady Wind, LLC
230 kV Transmission Line
PSC Case No. PU-15-797
Our File No. 35-218-026

Enclosed for filing in the captioned cases please find two copies of each of the following:

1. MDU Collection Crossing Agreement;
2. MDU Transmission Crossing Agreement;
3. NDDOT Collection Crossing Permit;
4. NDDOT Transmission Crossing Permit;
5. RoughRider Crossing Agreement;
6. Southwest Water Authority Crossing Permit;
7. Stark County Haul Road Agreement;
8. Stark County Collection Crossing Permit;
9. Stark County Transmission Line Crossing Permit; and
10. Stark County Approach Permit.

Please call should you have any questions.

103 PU-15-797 Filed: 6/17/2016 Pages: 68
Crossing Agreements and Permits

Brady Wind, LLC
Casey Furey, Crowley Fleck, PLLP

130 PU-15-690 Filed: 6/17/2016 Pages: 68
Crossing Agreements and Permits

Brady Wind, LLC
Casey Furey, Crowley Fleck, PLLP

Sincerely,

A handwritten signature in blue ink, appearing to read "Casey A. Furey". The signature is fluid and cursive, with a large initial "C" and "F".

Casey A. Furey

CAF/lh

Enc.

cc: Zachary E. Pelham (via email)
Jerry R. Lein (via email)
Jaimee Antognazzi (via email)

EASEMENT ENCROACHMENT AND CONSENT AGREEMENT

THIS EASEMENT ENCROACHMENT AND CONSENT AGREEMENT ("**Agreement**") is made this 20th day of April, 2016 by and between Brady Wind, LLC,, a Delaware limited liability company with its principal place of business at 700 Universe Boulevard, LAW/JB, Juno Beach, FL 33408 (the "**Crossing Party**") and Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc. and its successors and assigns with its principal place of business at 400 N. Fourth Street, Bismarck, ND 58501 ("**MDU**"). Crossing Party and MDU are collectively referred to herein as the "**Parties**".

WHEREAS, MDU is the holder of an easement located in Stark County, North Dakota and described in **Exhibit A** which is attached hereto and incorporated herein, for purposes of constructing, operating, and maintaining electrical transmission lines and related improvements (the "**Easement**"). The real property encumbered by the Easement shall be the "**Easement Area**" for purposes of this Agreement.

WHEREAS, Crossing Party is constructing underground or electrical utility lines for the purpose of collecting and transmitting electrical energy from the Brady Wind Energy Center located in Stark County, North Dakota (the "**Collection Line**"). Crossing Party's proposed Collection Line is proposed to cross MDU's Easement Area in the location depicted on the attached **Exhibit B** which is attached hereto and incorporated herein (the "**Line Crossing**").

WHEREAS, the Parties desire to permit the construction of the Line Crossing within the Easement Area pursuant to the terms and conditions contained herein:

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Construction within Easement Area.** To the extent that MDU has the right to do so, MDU hereby grants to Crossing Party its consent to construct, operate, and maintain the Line Crossing, which Crossing Party shall construct and maintain in strict compliance with the plans and specifications provided on **Exhibit B**. Crossing Party shall not construct any improvements related to the Line Crossing except to the extent specifically described on **Exhibit B**.

2. **Location of Line Crossing.** The Line Crossing shall be located upon the Easement Area only as described and shown on **Exhibit B**. Crossing Party may not relocate or otherwise alter the Line Crossing without the prior written consent of MDU. MDU shall be permitted to remove any of the Line Crossing to construct, maintain, operate, repair, remove, or replace MDU's transmission line and related improvements in the Easement Area, provided MDU shall pay for the cost of removing, replacing, and reinstalling the Line Crossing. MDU shall not be obligated to pay for the costs of modifying the Line Crossing to the extent required for code clearance compliance or capacity increases as contemplated in this Agreement.
3. **Restrictions of Use.** Crossing Party shall only utilize as much of the Easement Area as described and permitted on the attached **Exhibit A**. Crossing Party shall at all times conduct all activities related to the Line Crossing in such a manner as not to interfere with or impede the operation and maintenance of MDU's improvements in the Easement Area. The Crossing Party shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention, and abatement of nuisances in or upon or connected with the Collection Line.
4. **Code Clearance Compliance.** Crossing Party shall ensure the Line Crossing complies with the National Electrical Safety Code ("NESC") Safety Rules for Overhead Lines and the required clearances between overhead conductors at all times. If NESC clearance requirements change, Crossing Party shall promptly make and incur all costs associated with the modifications required to keep the Line Crossing in compliance with then current NESC requirements.
5. **Capacity.** In the event MDU elects, or is otherwise required, to increase the capacity of its transmission line in the Easement, Crossing Party shall raise or otherwise modify the Line Crossing, at its sole cost and expense, to the extent reasonably necessary to accommodate MDU's capacity increase.
6. **Landowner Rights.** Crossing Party shall obtain, at its sole cost and expense, any and all real property rights, including easements or other right of way, as necessary for the Crossing Party's construction and operation of the Collection Line and Line Crossing.
7. **Maintenance of Line Crossing.** Crossing Party shall, at Crossing Party's sole expense, be responsible for the costs of construction, maintenance, and removal of any and all improvements constructed by Crossing Party, or a successor or assign, within the Easement Area.
8. **Indemnity.** Crossing Party assumes all risks for damages, injuries, or loss to either property or persons caused by, or arising out of, or resulting from the installation, construction, use, maintenance, repair, or replacement of the Line Crossing. Crossing Party agrees to indemnify, defend, and hold harmless MDU, its affiliates, subsidiaries, and their directors,

officers, employees, representatives, and agents (the “**MDU Indemnitee**”) from and against any and all actions, claims, demands, liabilities, losses, damages, injuries, suits, proceedings, judgments, costs, or expenses (collectively “**Claims**”) of whatever kind or nature, including but not limited to reasonable attorney fees arising out of, or in any way resulting from Crossing Party’s installation, construction, use, maintenance, repair, or replacement of the Collection Line and the Line Crossing. Crossing Party shall not hold harmless the MDU Indemnitee for Claims arising out of the intentional acts or gross negligence of MDU.

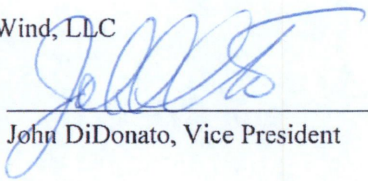
9. **No Waiver.** This Agreement in no way constitutes a waiver by MDU of its rights to enjoy the Easement unencumbered by the construction, operation, maintenance or use of the Line Crossing in the Easement Area.
10. **Default.** If Crossing Party is in violation of any term or condition in this Agreement, MDU shall have all rights and remedies available at law or in equity.
11. **Successors and Assigns.** This Agreement shall run with the land, inure to the benefit of and be binding on the respective heirs, successors, and assigns of the Parties.
12. **Counterpart, Recording, and Choice of Law.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement may be recorded in Stark County, North Dakota by either party. This Agreement shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings with respect to the subject matter described herein. This Agreement shall not be amended or modified in any way except by an instrument signed by both Parties. This Agreement shall be governed by the laws of the State of North Dakota and Stark County, North Dakota shall be considered the proper venue for any disputes arising in connection with this Agreement.

[SIGNATURES TO FOLLOW]

Crossing Party:

Brady Wind, LLC

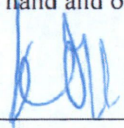
By:


John DiDonato, Vice President

STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

On this 28 day of April, 2016, before me the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind, LLC, a Delaware limited liability company, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



EXHIBIT A

Description of the MDU Easement

Electric Line Easement dated January 16, 1973 and recorded January 24, 1973 as Document No. 171534 in Book A150, Page 645 in Stark County, North Dakota between Montana-Dakota-Utilities Co and Joseph H. Kathrein and Magdalene C. Kathrein, his wife.

EXHIBIT B

Depiction of Line Crossing

Underground Crossing (1 crossing)

Latitude 46 38 37.71591 Longitude 102 46 10.32623

West side of 110th Ave. SW (South of 53rd St SW)

Voltage – 34.5 kV

Brady Preliminary Crossing Stark County, ND

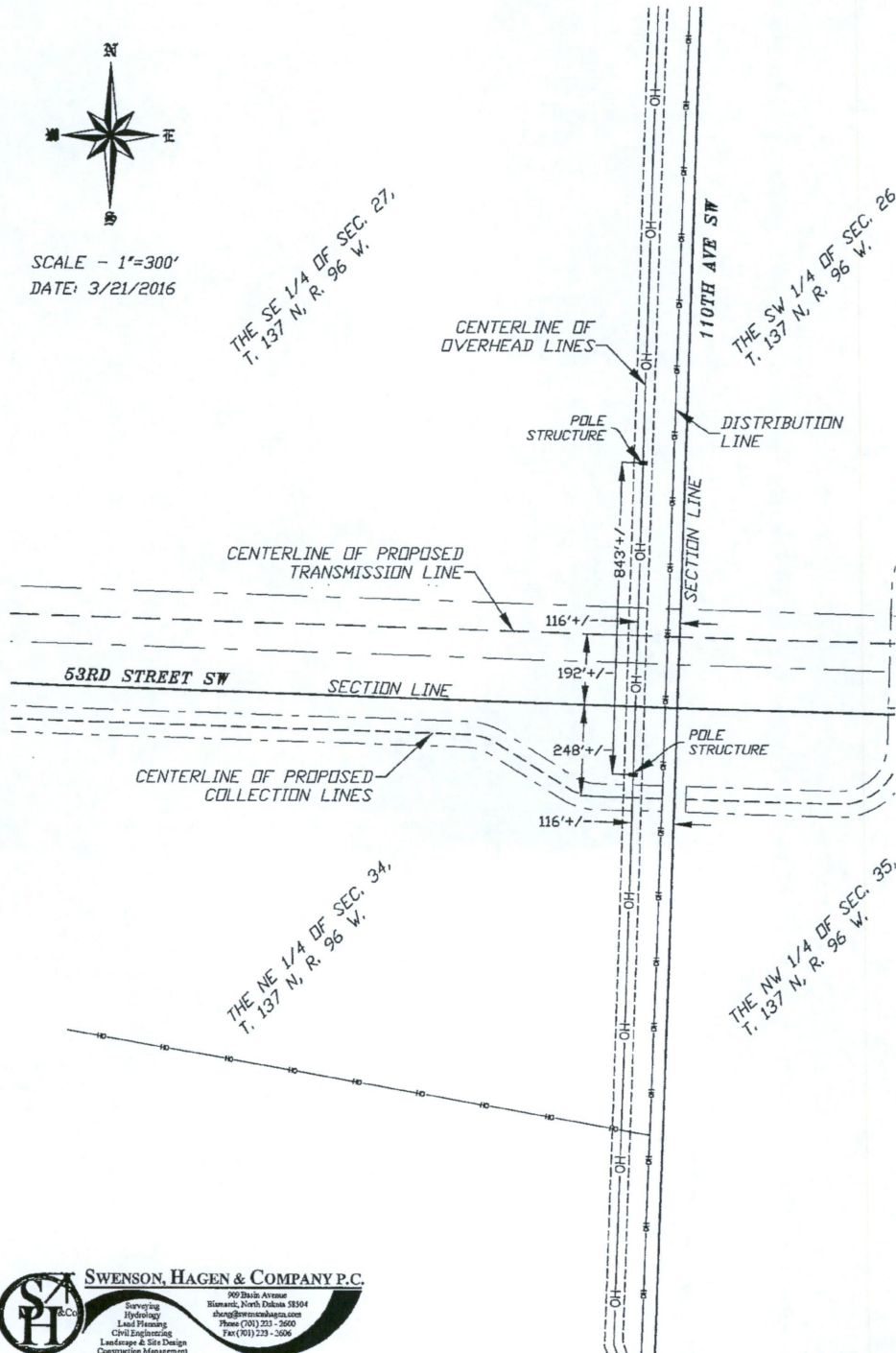
PART OF THE SE 1/4 SEC. 27 &
PART OF THE NE 1/4 SEC. 34, T.137N., R.96W.

PRIVILEGED AND CONFIDENTIAL

Attorney-Client Communication/Attorney Work Product
Prepared at the Direction of Legal Counsel

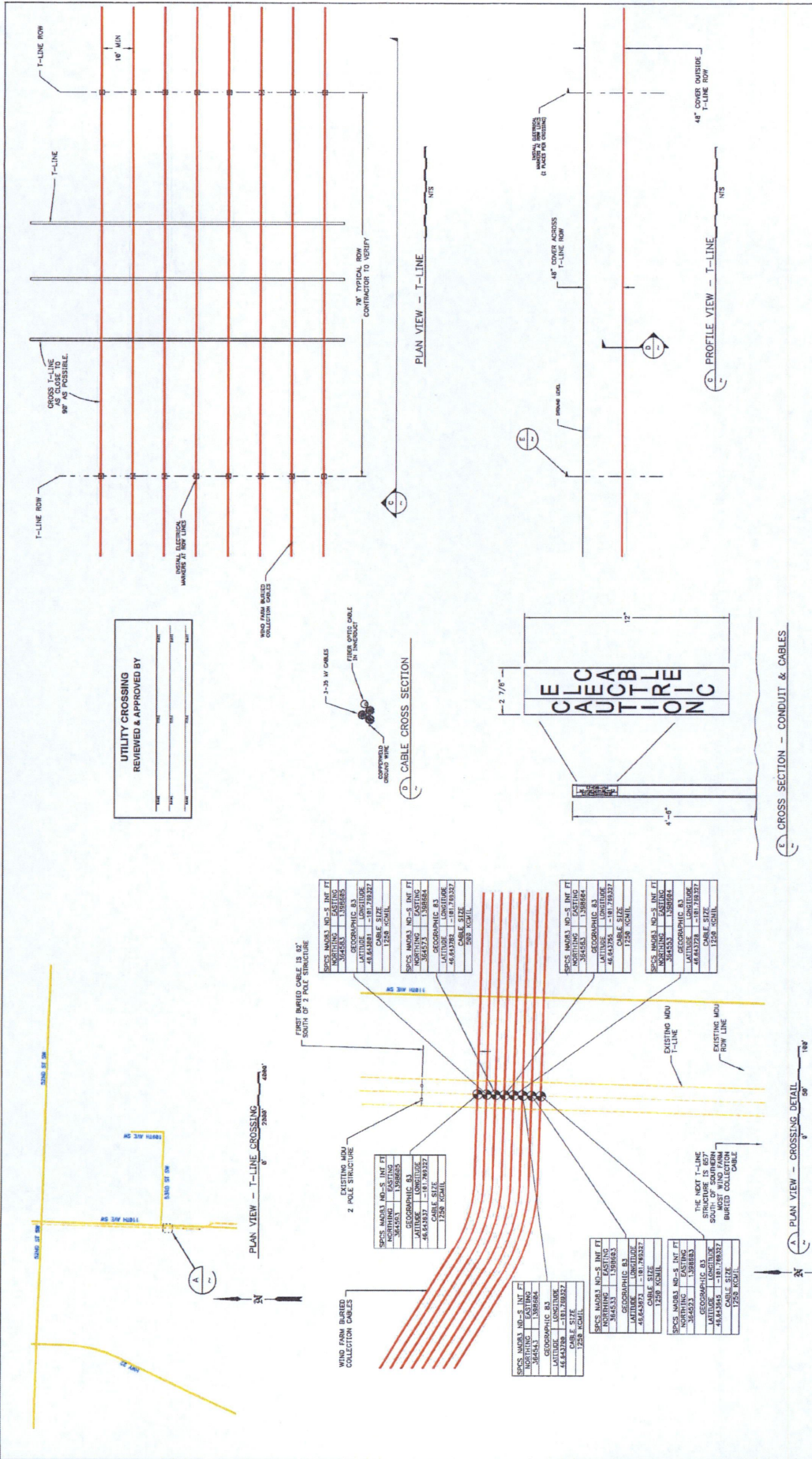


SCALE - 1"=300'
DATE: 3/21/2016



SWENSON, HAGEN & COMPANY P.C.
 909 Baska Avenue
 Bismarck, North Dakota 58104
 shc@swensonhagen.com
 Phone (701) 223-2600
 Fax (701) 223-2606

Surveying
 Hydrology
 Land Planning
 Civil Engineering
 Landscape & Site Design
 Construction Management



UTILITY CROSSING
REVIEWED & APPROVED BY

DATE: _____ TIME: _____

DATE: _____ TIME: _____

SPCS	MDA03	NO-5	INT	FT
NORTHING	1398665			
EASTING	3045583			
LATITUDE	-83.43228			
LONGITUDE	-181.72932			
CABLE SIZE	1258			
CONDUIT	3045583			

SPCS	MDA03	NO-5	INT	FT
NORTHING	1398665			
EASTING	3045583			
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LONGITUDE	-181.72932			
CABLE SIZE	1258			
CONDUIT	3045583			

INDICES:

- FOR PERMITTING ONLY, NOT CONSTRUCTION DRAWING.
- DESIGN CONFORMS TO 2012 IEEE NATIONAL ELECTRIC SAFETY CODE AND NFPA 70 NATIONAL ELECTRIC CODE.

P. A. E. ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
245 S. 9th
Omaha, NE 68102
CRAIG A. GRAY
REGISTERED PROFESSIONAL ENGINEER

NEXTERA ENERGY RESOURCES

REV	DESCRIPTION	DATE	INSCRIPTION
A	ORIGINAL DESIGN		
B			
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			
S			
T			
U			
V			
W			
X			
Y			
Z			

ISSUED FOR PERMIT

NEXTERA ENERGY RESOURCES
BRADY WIND LLC
MDU TRANSMISSION CROSSING PERMIT

MODULE NUMBER: NA

SCALE: AS SHOWN

REV: A
DWG NO: E9249-960

EASEMENT ENCROACHMENT AND CONSENT AGREEMENT

THIS EASEMENT ENCROACHMENT AND CONSENT AGREEMENT ("**Agreement**") is made this 20th day of April, 2016 by and between Brady Wind, LLC,, a Delaware limited liability company with its principal place of business at 700 Universe Boulevard, LAW/JB, Juno Beach, FL 33408 (the "**Crossing Party**") and Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc. and its successors and assigns with its principal place of business at 400 N. Fourth Street, Bismarck, ND 58501 ("**MDU**"). Crossing Party and MDU are collectively referred to herein as the "**Parties**".

WHEREAS, MDU is the holder of an easement located in Stark County, North Dakota and described in **Exhibit A** which is attached hereto and incorporated herein, for purposes of constructing, operating, and maintaining electrical transmission lines and related improvements (the "**Easement**"). The real property encumbered by the Easement shall be the "**Easement Area**" for purposes of this Agreement.

WHEREAS, Crossing Party is constructing overhead electrical utility lines for the purpose of transmitting electrical energy in Stark County, North Dakota (the "**Transmission Line**"). Crossing Party's proposed Transmission Line is proposed to cross MDU's Easement Area in the location depicted on the attached **Exhibit B** which is attached hereto and incorporated herein (the "**Line Crossing**").

WHEREAS, the Parties desire to permit the construction of the Line Crossing within the Easement Area pursuant to the terms and conditions contained herein:

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Construction within Easement Area.** To the extent that MDU has the right to do so, MDU hereby grants to Crossing Party its consent to construct, operate, and maintain the Line Crossing, which Crossing Party shall construct and maintain in strict compliance with the plans and specifications provided on **Exhibit B**. Crossing Party shall not construct any improvements related to the Line Crossing except to the extent specifically described on **Exhibit B**.
2. **Location of Line Crossing.** The Line Crossing shall be located upon the Easement Area only as described and shown on **Exhibit B**. Crossing Party may not relocate or otherwise

alter the Line Crossing without the prior written consent of MDU which shall not be unreasonably withheld or delayed. MDU shall be permitted to remove any of the Line Crossing to construct, maintain, operate, repair, remove, or replace MDU's transmission line and related improvements in the Easement Area, provided MDU shall pay for the cost of removing, replacing, and reinstalling the Line Crossing. MDU shall not be obligated to pay for the costs of modifying the Line Crossing to the extent required for code clearance compliance or capacity increases as contemplated in this Agreement.

3. **Restrictions of Use.** Crossing Party shall only utilize as much of the Easement Area as described and permitted on the attached **Exhibit B**. Crossing Party shall at all times conduct all activities related to the Line Crossing in such a manner as not to interfere with or impede the operation and maintenance of MDU's improvements in the Easement Area. The Crossing Party shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention, and abatement of nuisances in or upon or connected with the Transmission Line.
4. **Code Clearance Compliance.** Crossing Party shall ensure the Line Crossing complies with the National Electrical Safety Code ("NESC") Safety Rules for Overhead Lines and the required clearances between overhead conductors at all times. If NESC clearance requirements change, Crossing Party shall promptly make and incur all costs associated with the modifications required to keep the Line Crossing in compliance with then current NESC requirements.
5. **Capacity.** In the event MDU elects, or is otherwise required, to increase the capacity of its transmission line in the Easement, Crossing Party shall raise or otherwise modify the Line Crossing, at its sole cost and expense, to the extent reasonably necessary to accommodate MDU's capacity increase.
6. **Landowner Rights.** Crossing Party shall obtain, at its sole cost and expense, any and all real property rights, including easements or other right of way, as necessary for the Crossing Party's construction and operation of the Transmission Line and Line Crossing.
7. **Maintenance of Line Crossing.** Crossing Party shall, at Crossing Party's sole expense, be responsible for the costs of construction, maintenance, and removal of any and all improvements constructed by Crossing Party, or a successor or assign, within the Easement Area.
8. **Indemnity.** Crossing Party assumes all risks for damages, injuries, or loss to either property or persons caused by, or arising out of, or resulting from the installation, construction, use, maintenance, repair, or replacement of the Line Crossing. Crossing Party agrees to indemnify, defend, and hold harmless MDU, its affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (the "MDU Indemnitee") from and against

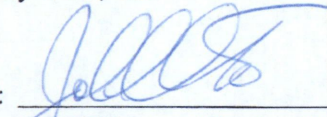
any and all actions, claims, demands, liabilities, losses, damages, injuries, suits, proceedings, judgments, costs, or expenses (collectively "**Claims**") of whatever kind or nature, including but not limited to reasonable attorney fees arising out of, or in any way resulting from Crossing Party's installation, construction, use, maintenance, repair, or replacement of the Transmission Line and the Line Crossing. Crossing Party shall not hold harmless the MDU Indemnatee for Claims arising out of the intentional acts or gross negligence of MDU.

9. **No Waiver.** This Agreement in no way constitutes a waiver by MDU of its rights to enjoy the Easement unencumbered by the construction, operation, maintenance or use of the Line Crossing in the Easement Area.
10. **Default.** If Crossing Party is in violation of any term or condition in this Agreement, MDU shall have all rights and remedies available at law or in equity.
11. **Successors and Assigns.** This Agreement shall run with the land, inure to the benefit of and be binding on the respective heirs, successors, and assigns of the Parties.
12. **Counterpart, Recording, and Choice of Law.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement may be recorded in Stark County, North Dakota by either party. This Agreement shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings with respect to the subject matter described herein. This Agreement shall not be amended or modified in any way except by an instrument signed by both Parties. This Agreement shall be governed by the laws of the State of North Dakota and Stark County, North Dakota shall be considered the proper venue for any disputes arising in connection with this Agreement.

[SIGNATURES TO FOLLOW]

Crossing Party:

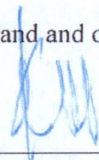
Brady Wind, LLC

By: 
John DiDonato, Vice President

STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

On this 28 day of April, 2016, before me the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind, LLC, a Delaware limited liability company, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



EXHIBIT A

Description of the MDU Easement

Electric Line Easement dated November 28, 1972 and recorded December 18, 1972 as Document No. 171227 in Book A150, Page 347 in Stark County, North Dakota between Montana-Dakota-Utilities Co and John Steier and Rosie Steier, his wife.

EXHIBIT B

Depiction of Line Crossing

Overhead Crossing (1 crossing)

Latitude 46 38 42.06007 Longitude 102 46 10.32915

West side of 110th Ave. SW (North of 53rd St SW)

Voltage – 230kV

Brady Preliminary Crossing Stark County, ND

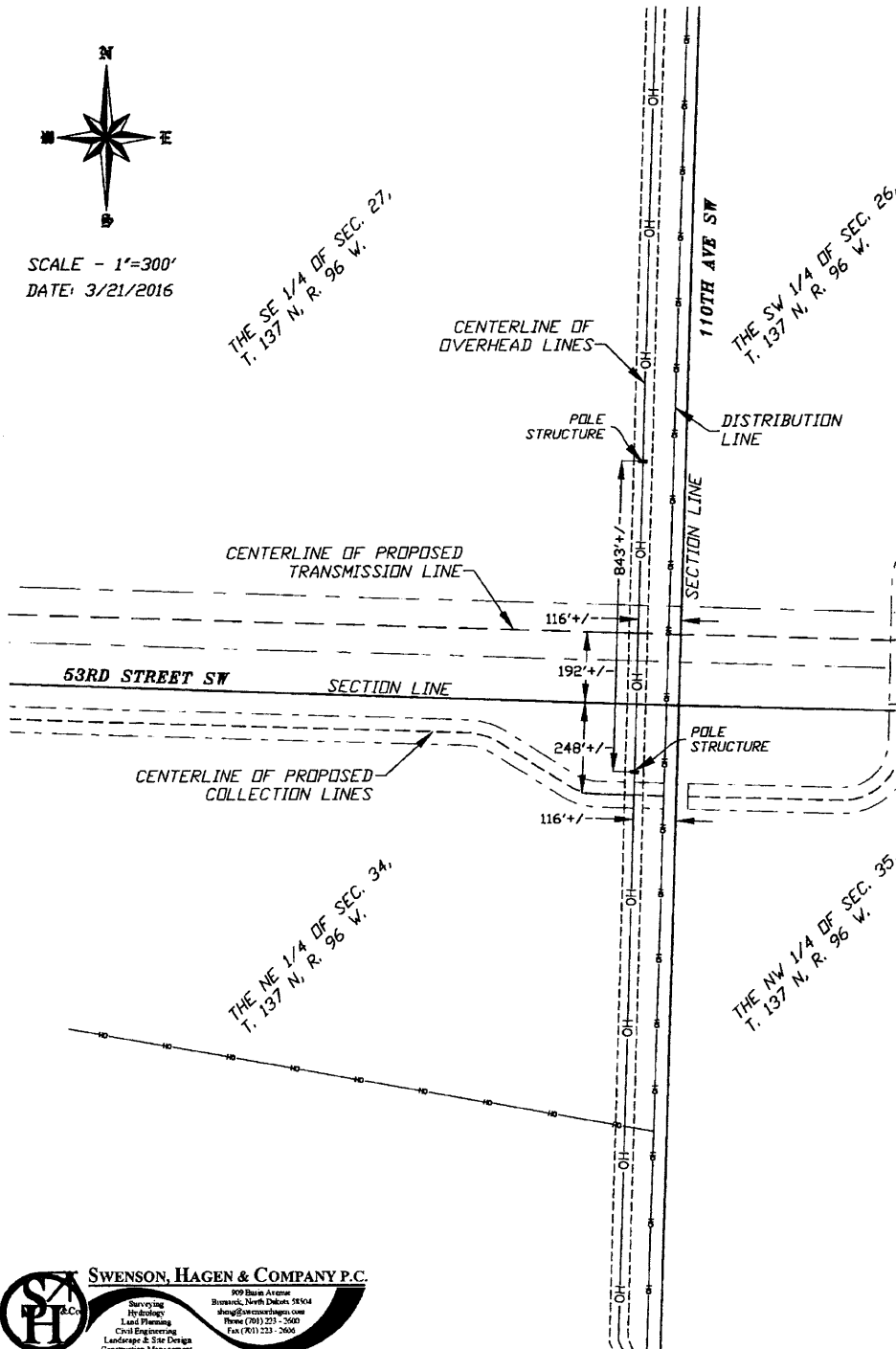
PART OF THE SE ¼ SEC. 27 &
PART OF THE NE ¼ SEC. 34, T.137N., R.96W.

PRIVILEGED AND CONFIDENTIAL

Attorney-Client Communication/Attorney Work Product
Prepared at the Direction of Legal Counsel



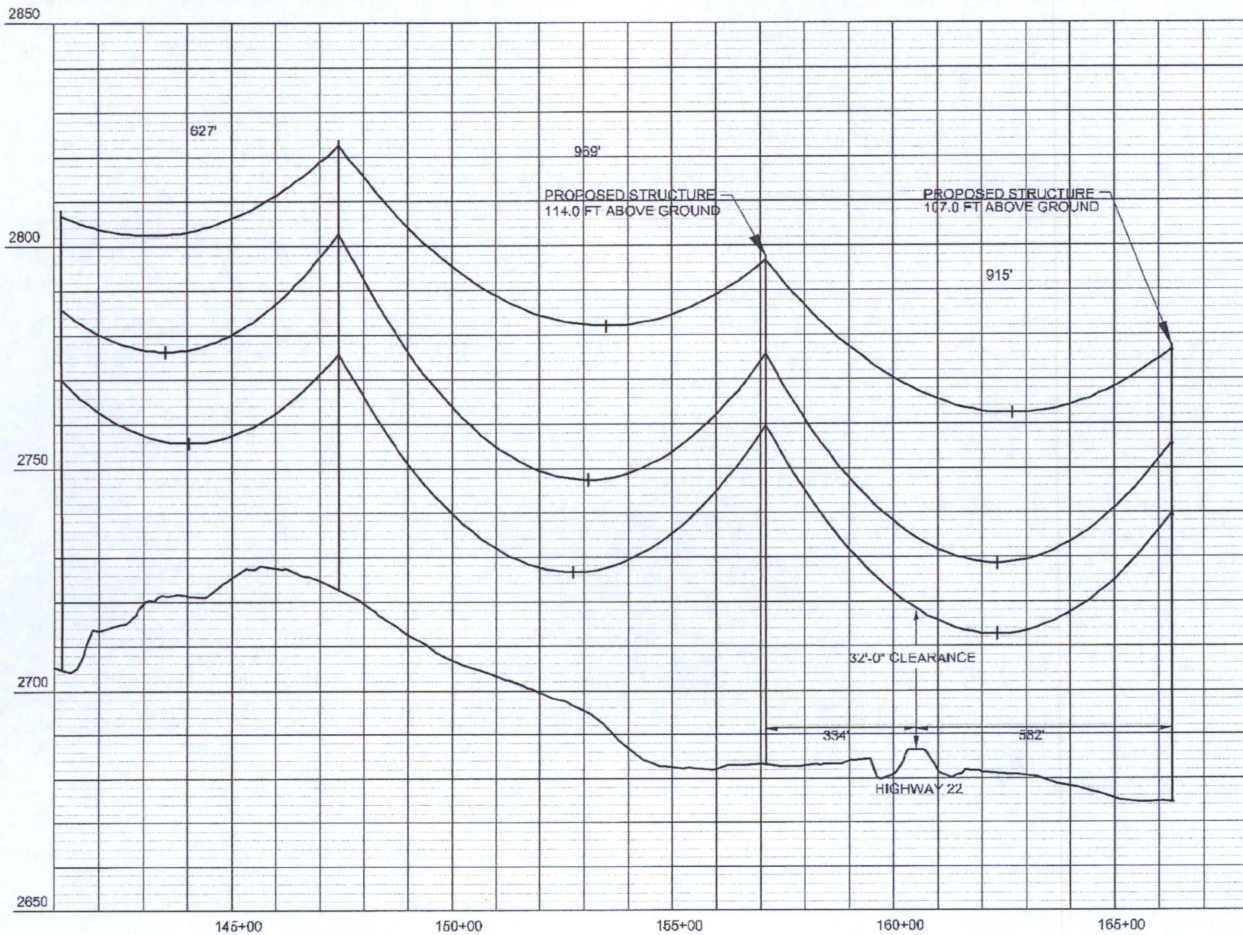
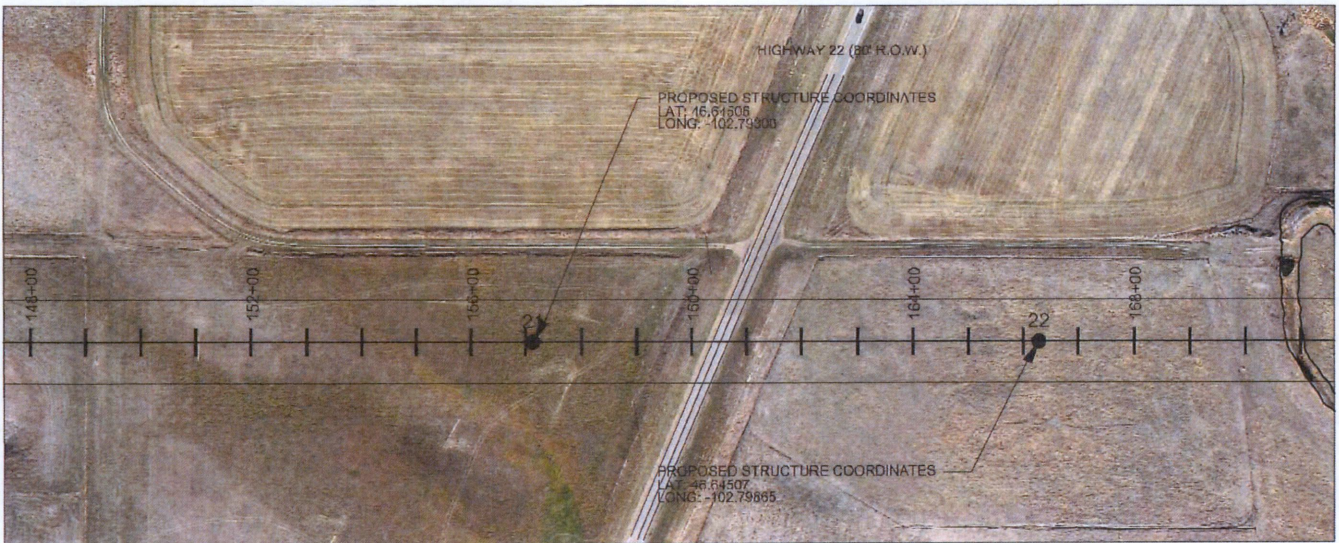
SCALE - 1"=300'
DATE: 3/21/2016



SWENSON, HAGEN & COMPANY P.C.

909 Basin Avenue
Bismarck, North Dakota 58504
Jung@swensons.com
Phone (701) 253-2600
Fax (701) 253-2606

Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management

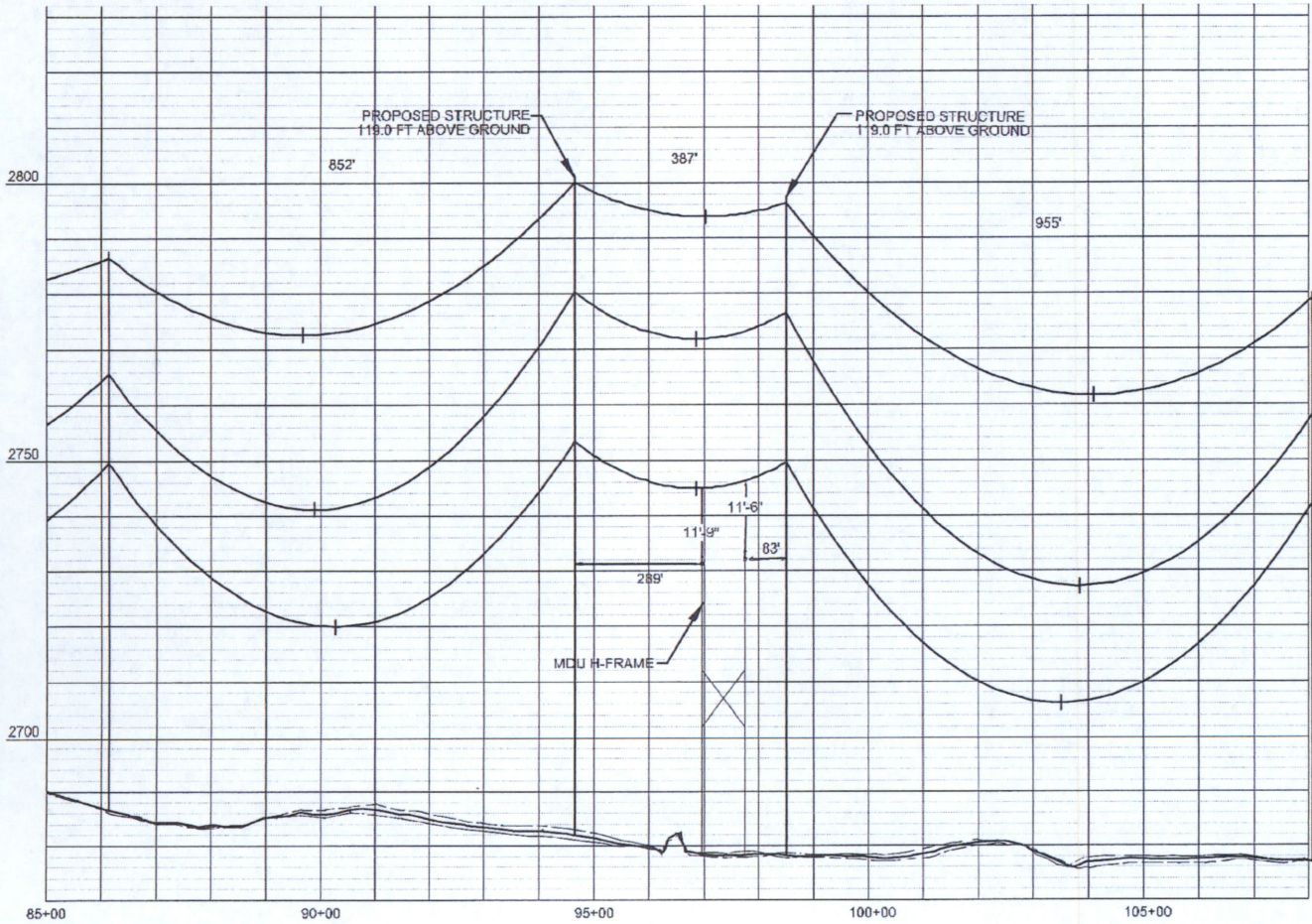
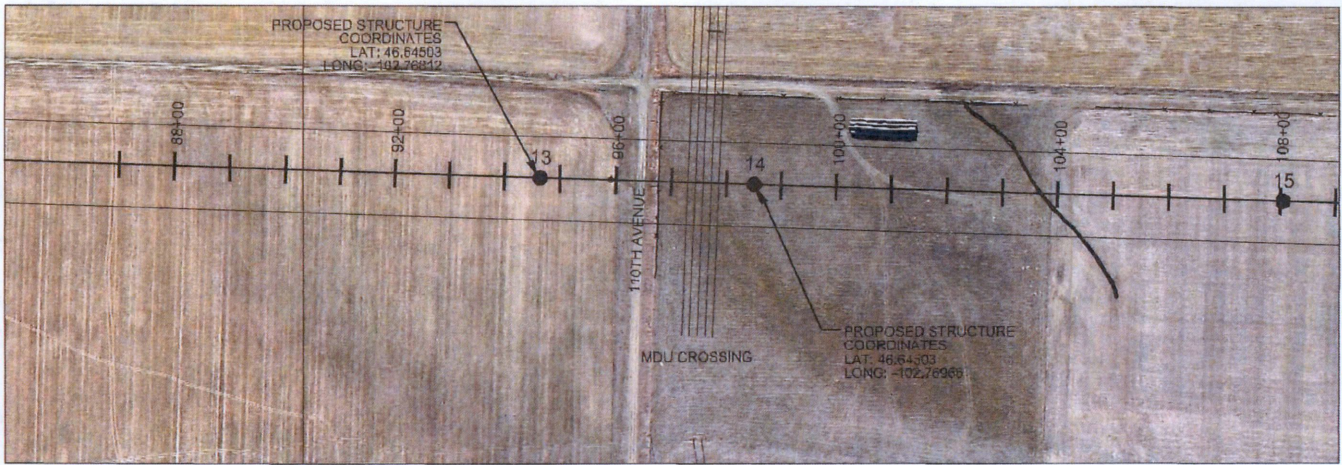


BRADY 230 KV
TRANSMISSION LINE
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924



NOTE:
 1. MINIMUM CLEARANCES ARE MEASURED FROM
 BOTTOM PHASE WIRE AT 212 DEG F TO EXISTING POLE
 TOP OF CROSSING MDU LINE.



BRADY 230 KV
 TRANSMISSION LINE

MDU CROSSING

MDU CROSSING

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924

UTILITY OCCUPANCY APPLICATION AND PERMIT
 North Dakota Department of Transportation, Design Division
 SFN 7995 (Rev. 11-2012)

CM # 65160501

Document Number <u>16031</u>	(FOR STATE USE ONLY)	Permit Number <u>52631</u>
------------------------------	----------------------	----------------------------

APPLICANT INFORMATION

Prepared Company Name Brady Wind, LLC		Prepared by Neil Jones for NextEra Energy Resources		
Owner of Facility Brady Wind, LLC, a Delaware limited liability company	City Juno Beach	State FL	Zip Code 33048	
Mailing Address 700 Universe Blvd., FEJ/JB, Juno Beach, FL 33048				Telephone Number (561) 691-7232
Owner's Agent Neil Jones	City Cary	State NC	Zip Code 27513	Telephone Number (561) 339-6718
Owner's Contractor Blattner Energy	City Avon	State MN	Telephone Number (320) 356-7351	

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility 3 parallel buried (bored) conduits, each containing 1 fiber optic and 3 x 35kV electric cables. Conduits are 8 inches (spaced 10 feet apart), crossing Hwy 22 (90 degrees) at a location approximately 15.2 miles south of Dickinson, ND		
Size of Facility 3 conduits (each containing 4 cables)	Number of Cables 3 x 35kV cables, 1 fiber optic cable	Length of Down Guys N/A
Pipeline Pressure N/A	Size of Casing 3x 8 inch casings	Length of Casing 210 feet laterally
Location of Pole(s) N/A	Location of Appurtenances N/A	Location - Others N/A

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner 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 facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before October 31, 2016

Company Name Brady Wind, LLC	Owner's Name (Please Print) John DiDonato (Vice President)
<u>March 29, 2016</u> DATE	<u>[Signature]</u> OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 17 day of April, 2016.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

[Signature]
DISTRICT ENGINEER (TYPE OR PRINT)
[Signature]
SIGNATURE

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 54.6013 Ref marker 55 End Ref. Point 54.6013 Ref marker 54

Highway No. 22 Along or Across Lanes of traffic 2 4

Direction N S E W Begin 2,100 feet from reference marker 55

Direction N S E W End 2,110 feet from reference marker 55

N S E W from city of Dickinson or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point Ref marker 55 End Ref. Point Ref marker 54
54.5994 54.5994

Highway No. 22 Along or Across Lanes of traffic 2 4

Direction N S E W Begin 2,110 feet from reference marker 55

Direction N S E W End 2,120 feet from reference marker 55

N S E W from city of Dickinson or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point Ref marker 55 End Ref. Point Ref marker 54
54.5975 54.5975

Highway No. 22 Along or Across Lanes of traffic 2 4

Direction N S E W Begin 2,120 feet from reference marker 55

Direction N S E W End 2,130 feet from reference marker 55

N S E W from city of Dickinson or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

INTERSTATE HIGHWAYS - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

**Suggested Utility Conditions for Buried Electric Along and/or Across
Primary and Secondary Highways**

April 1, 2003

NOTICE: The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

1. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
2. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
3. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.
4. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
5. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
6. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
8. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. Open trenches and pits shall be barricaded if left unattended.
9. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.
11. The buried electrical cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.
14. Splice pits, risers, and other above-ground facilities associated with the buried cable may be installed one (1) foot inside the highway right of way line.
15. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.

19. The buried electrical cable shall be installed under surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.
20. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
22. For highway crossings, marker posts with warning signs, including the words, "**WARNING - BURIED ELECTRICAL CABLE,**" shall be placed over the cable at the right of way line on each side of the highway at the cable crossing. An identification sign shall be placed on one of the marker posts and shall show the name, address, and telephone number of the Recipient. Buried cable installed along the highway shall be identified by marker posts with warning signs placed at the right of way line at least every 1,000 feet along the length of the installation.
58. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damages to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.

Risk Management Appendix

Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED Brady Wind, LLC Attn Erica McNabb, Risk Management Dept 700 Universe Boulevard Juno Beach, FL 33408-2657	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Federal Insurance Company	NAIC # 20281
	INSURER B : Great Northern Insurance Company	20303
	INSURER C : See Attached	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** M3E3NM8Q **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37110930	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73523731	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See attached	09/15/2015	09/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

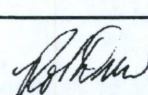
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract, subject to policy terms, conditions and exclusions. This insurance is primary and non-contributory over any existing insurance and limited to the liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

North Dakota Department of Transportation
 1700 Third Avenue West, Suite 101
 Dickinson, ND 58601-3009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

Brady Wind, LLC
700 Universe Blvd., FEJ/JB,
Juno Beach, FL 33048

Dear Permitte:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

UTILITY OCCUPANCY APPLICATION AND PERMIT # 16031/52631 & 16032/52632

BRADY WIND, LLC.; insurance coverages (including proof of coverages) consistent with the contract specifications.

Date April 6, 2016

John DiDonato, Vice President

Type or Print Name & Title

Signature

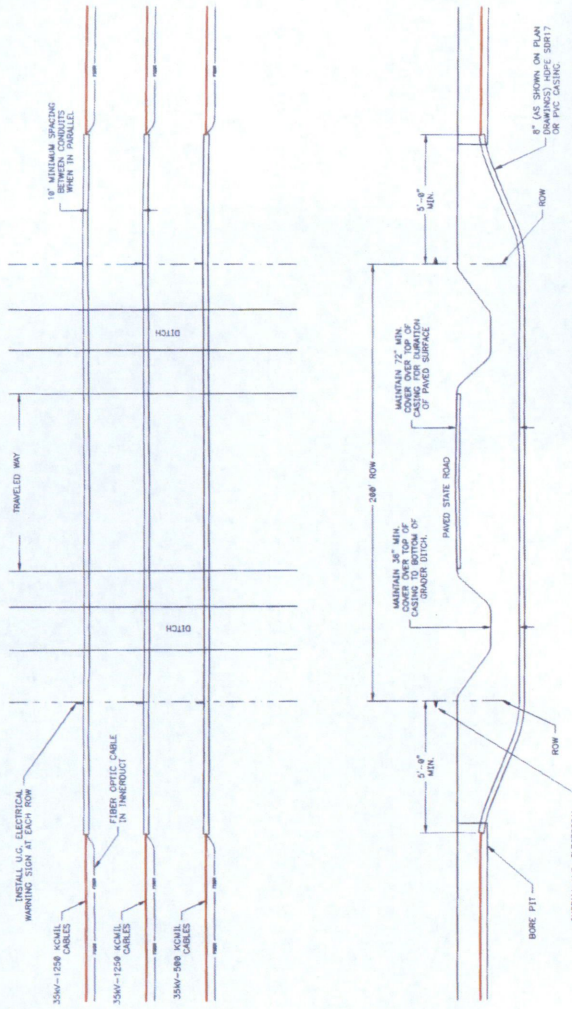


PLAN VIEW - HIGHWAY CROSSING

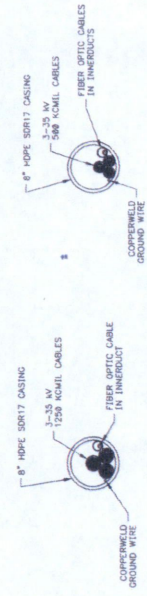
NO. SOUTH INTL. FT.	1521.59
NORTHING	34582
EASTING	1521.59
GEODESIC B.S.	
ANTENNA	LONGITUDE
BURRED CONDUIT ELEVATION	
APPROX. 2003	

NO. SOUTH INTL. FT.	1521.59
NORTHING	34582
EASTING	1521.59
GEODESIC B.S.	
ANTENNA	LONGITUDE
BURRED CONDUIT ELEVATION	
APPROX. 2003	

PLAN VIEW - CROSSING DETAIL



HIGHWAY CROSSING DETAIL



CONDUIT CROSS SECTION DETAILS

- NOTES:
- FOR PERMITTING ONLY. NOT CONSTRUCTION DRAWING.
 - BORO HOLE DIAMETER MUST NOT EXCEED OUTSIDE DIAMETER OF CASING BY MORE THAN 1/8\"/>

LEGEND

- FIBER DUCT
- ROAD EDGE
- UNDERGROUND CABLE
- RIGHT OF WAY
- CONDUIT

P & E ENGINEERING CO.
POWER SYSTEM ANALYSIS AND DESIGN
2405 S.W. 117th Ave., Suite 100
Davie, FL 33317
Phone: 954-944-0000
Fax: 954-944-0001
www.pandee.com



REV. NO. 1
DESCRIPTION: HIGHWAY CROSSING DETAIL TO SHOW THREE CONDUITS
DATE: 2015-03-07
BY: J. W. B. / J. W. B.
CHECKED: J. W. B. / J. W. B.
DATE: 2015-03-07
DESIGNER: J. W. B.
DRAWN: J. W. B.
SCALE: AS SHOWN

PRELIMINARY
NOT FOR CONSTRUCTION

NEXTERA ENERGY RESOURCES
BRADY WIND, LLC
HIGHWAY CROSSING PERMIT

MODULE NUMBER: N/A
SCALE: AS SHOWN
REV: 15
DWG. NO.: E9249-906

UTILITY OCCUPANCY APPLICATION AND PERMIT
 North Dakota Department of Transportation, Design Division
 SFN 7995 (Rev. 11-2012)

CM# 6516050Z

Document Number 16032	(FOR STATE USE ONLY)	Permit Number 52632
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APPLICANT INFORMATION

Prepared Company Name Brady Wind, LLC		Prepared by Neil Jones for NextEra Energy Resources		
Owner of Facility Brady Wind, LLC, a Delaware limited liability company	City Juno Beach	State FL	Zip Code 33048	
Mailing Address 700 Universe Blvd., FEJ/JB, Juno Beach, FL 33048				Telephone Number (561) 691-7232
Owner's Agent Neil Jones	City Cary	State NC	Zip Code 27513	Telephone Number (561) 339-6718
Owner's Contractor Blattner Energy	City Avon	State MN	Telephone Number (320) 356-7351	

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility 230kV transmission line mounted on poles (107-114 feet AGL) placed 334 feet west and 582 feet east of Hwy 22 center. Transmission line will cross Hwy 22 (approximately 70 degrees) 15 miles south of Dickinson, ND		
Size of Facility 230kV pole-mounted transmission line	Number of Cables 3	Length of Down Guys N/A
Pipeline Pressure N/A	Size of Casing N/A	Length of Casing N/A
Location of Pole(s) 334' west and 582' east of centerline	Location of Appurtenances N/A	Location - Others N/A

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner 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 facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before October 31, 2016

Company Name Brady Wind, LLC	Owner's Name (Please Print) John DiDonato (Vice President)
---------------------------------	---

March 23, 2016
DATE

[Signature]
OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 7 day of April, 2016.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

[Signature]
DISTRICT ENGINEER (TYPE OR PRINT)
[Signature]
SIGNATURE

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point SA.6733 End Ref. Point SA.6733
Ref marker 55 Ref marker 54

Highway No. 22 Along or Across Lanes of traffic 2 4

Direction N S E W Begin 1,700 feet from reference marker 55

Direction N S E W End 1,750 feet from reference marker 55

N S E W from city of Dickinson or _____ miles from junction highway _____

106-4-104

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point _____ End Ref. Point _____

Highway No. _____ Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or _____ miles from junction highway _____

INTERSTATE HIGHWAYS - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

**Suggested Utility Conditions for Overhead Electric Along and/or Across
Primary and Secondary Highways**

April 1, 2003

NOTICE: The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

1. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
2. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
3. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.
4. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
5. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
6. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
16. The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.
17. If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flagpersons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.
18. Reflectorized guy guards shall be installed on all down guys located within highway right of way.
58. **The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damages to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.**

Risk Management Appendix

Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B :Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C :See Attached</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Federal Insurance Company	20281	INSURER B :Great Northern Insurance Company	20303	INSURER C :See Attached		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Brady Wind, LLC Attn Erica McNabb, Risk Management Dept 700 Universe Boulevard Juno Beach, FL 33408-2657														

COVERAGES

CERTIFICATE NUMBER:M3E3NM8Q

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37110930	09/15/2015	09/15/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73523731	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See attached	09/15/2015	09/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract, subject to policy terms, conditions and exclusions. This insurance is primary and non-contributory over any existing insurance and limited to the liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Department of Transportation
 1700 Third Avenue West, Suite 101
 Dickinson, ND 58601-3009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

Brady Wind, LLC
700 Universe Blvd., FEJ/JB,
Juno Beach, FL 33048

Dear Permitte:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

UTILITY OCCUPANCY APPLICATION AND PERMIT # 16031/52631 & 16032/52632

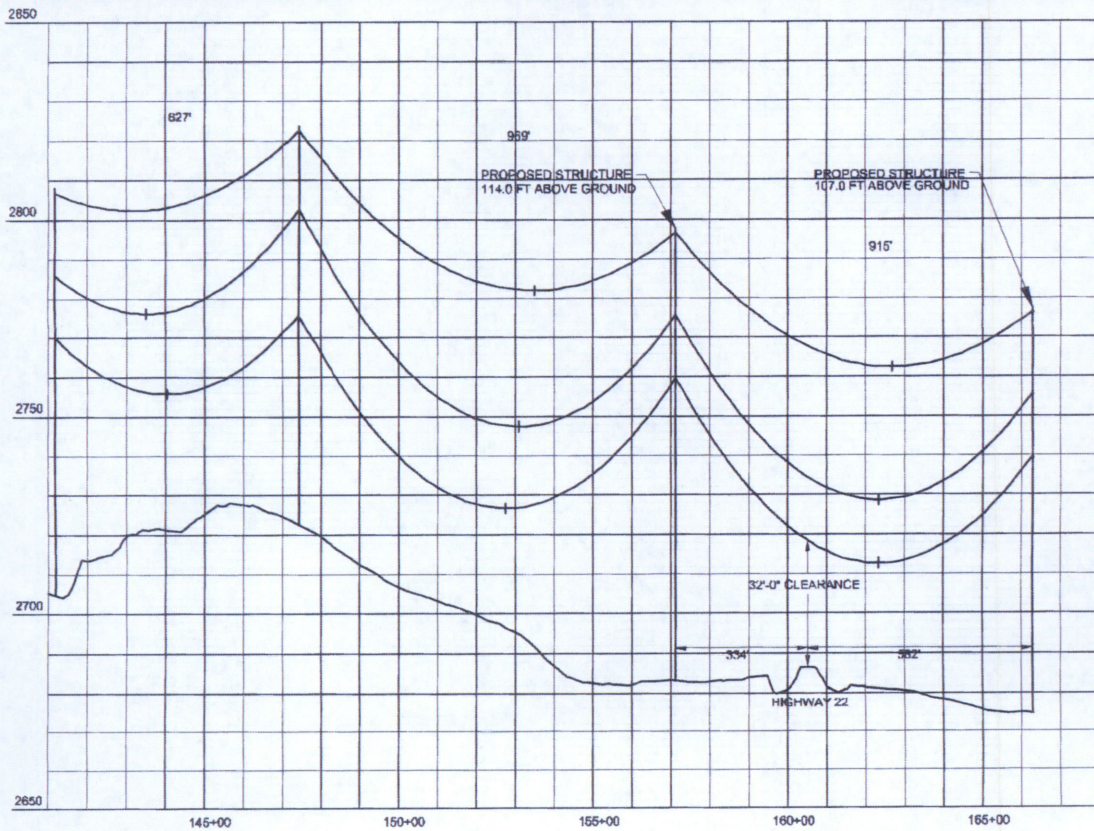
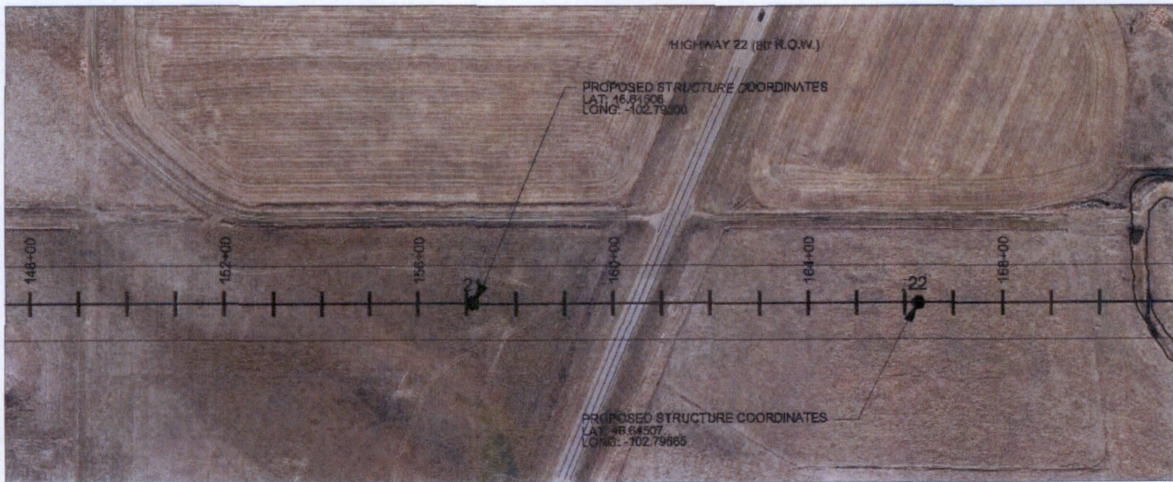
BRADY WIND, LLC.; insurance coverages (including proof of coverages) consistent with the contract specifications.

Date April 6, 2016

John DiDonato, Vice President

Type or Print Name & Title

Signature

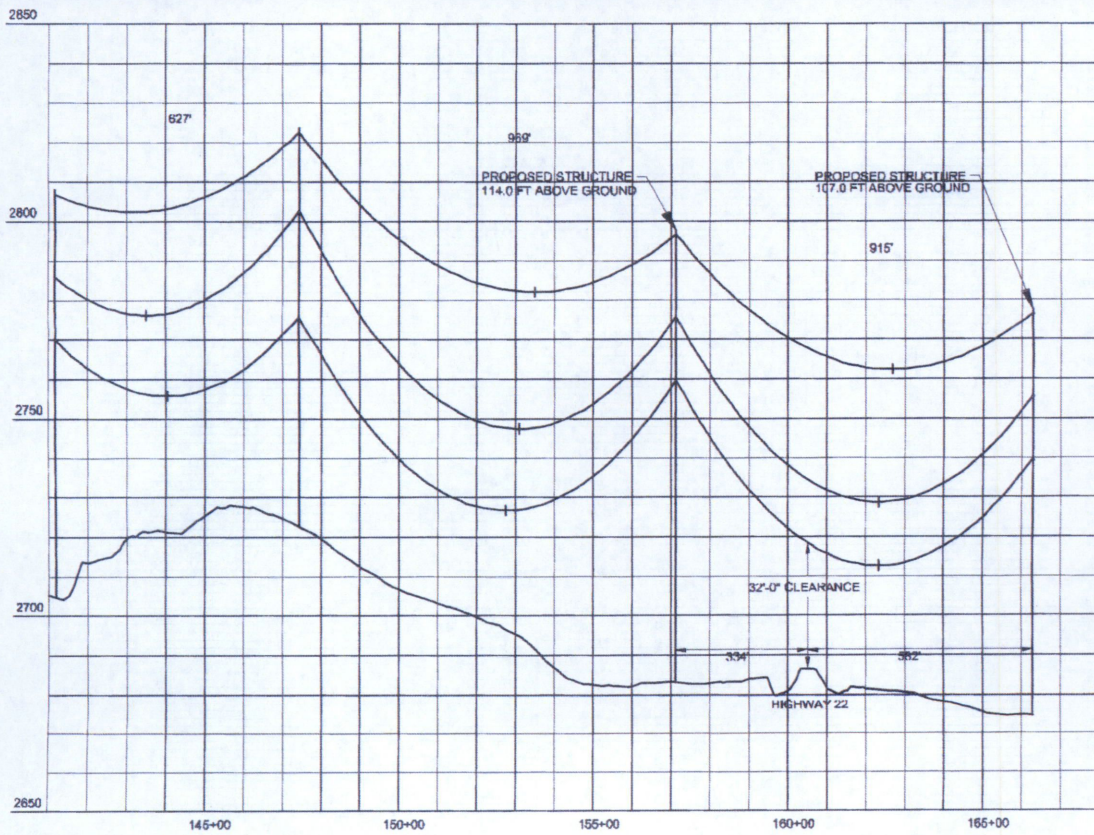
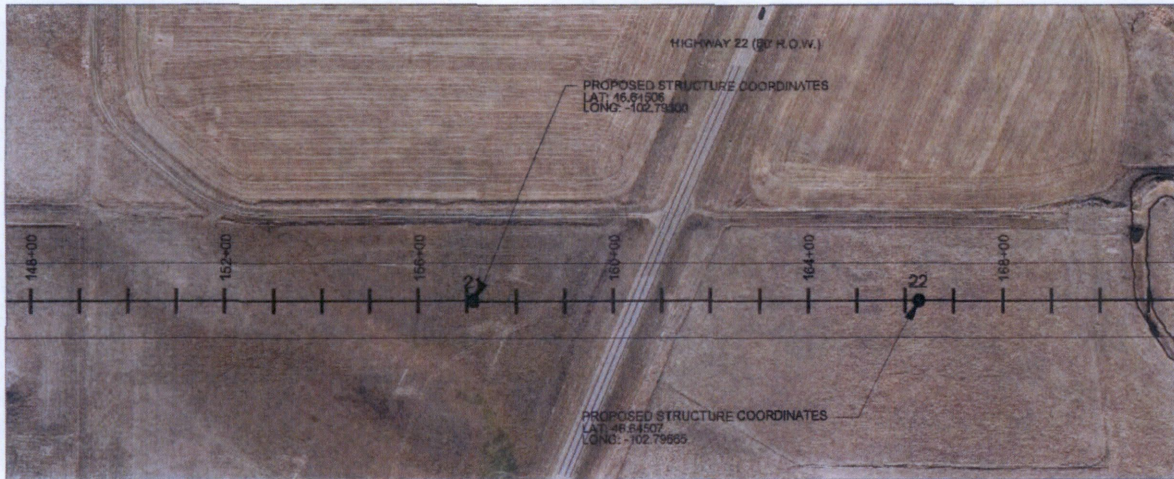


BRADY 230 KV
TRANSMISSION LINE
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924

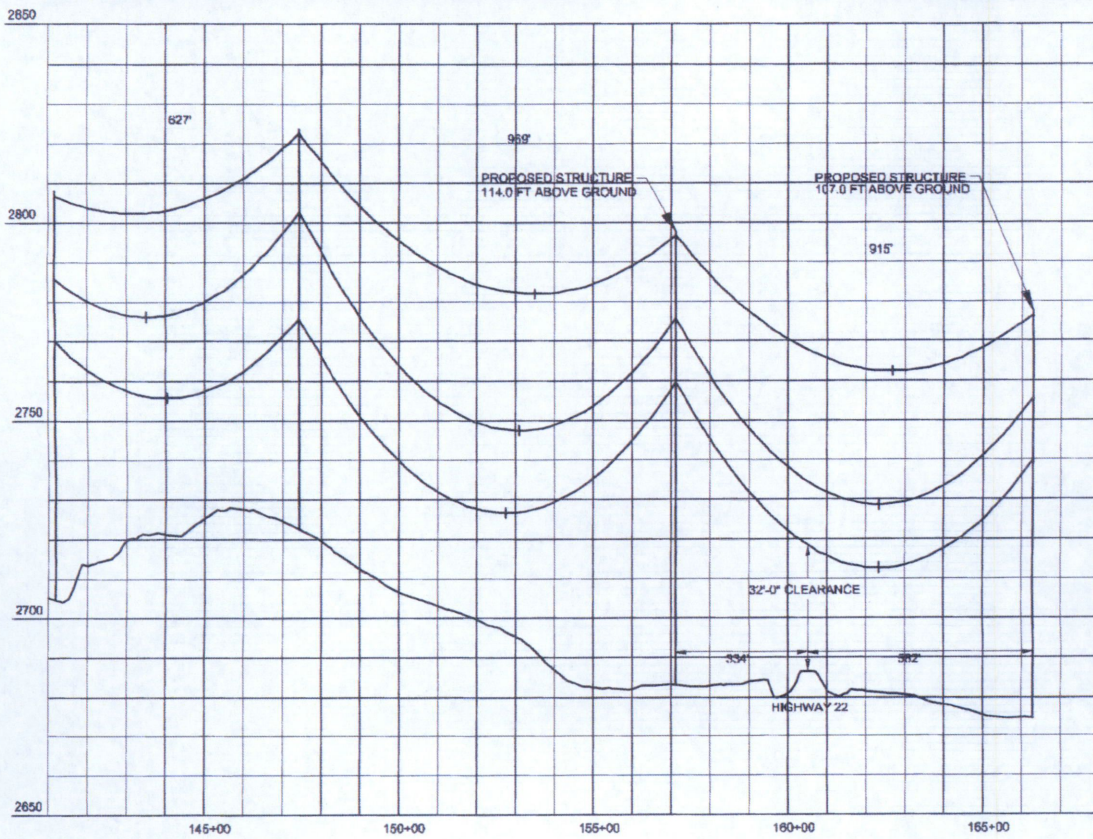
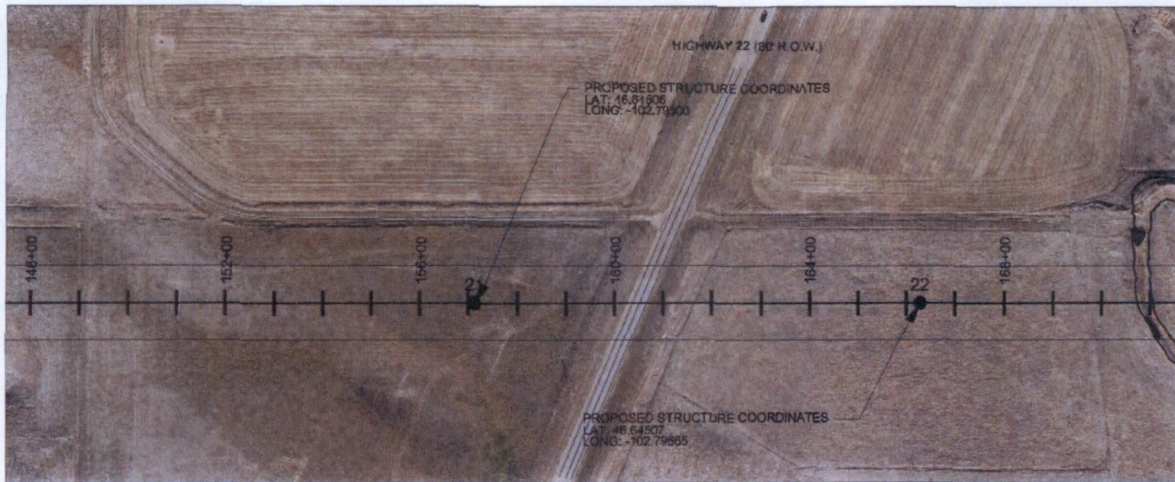


BRADY 230 KV
TRANSMISSION LINE
HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924



BRADY 230 KV
TRANSMISSION LINE

HWY 22 ROAD CROSSING

HWY 22

SHEET 1 of 1

DESIGNED BY	LKS	DRAWN BY	LKS	ISSUE DATE	02/15/16
CHECKED BY	PMG	APPROVED BY	PMG	PROJECT NO.	20153924

CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (the "**Agreement**") is executed this 25 day of May, 2016, by and between Roughrider Electric Cooperative, Inc., a North Dakota corporation ("**REC**") and Brady Wind, LLC, a Delaware limited liability company ("**Project Company**"). REC and the Project Company are sometimes referred to herein collectively as the "**Parties**".

R E C I T A L S :

WHEREAS, REC has an interest in the property located in Stark County, North Dakota and described in **Exhibit A** attached hereto and incorporated by reference herein (collectively "**Easements**"); and

WHEREAS, Project Company is constructing roads and underground and/or overhead utility lines (collectively referred to as "**Road and Utility Crossings**") across the Easements for the purpose of accessing, constructing, operating and maintaining the Brady Wind Energy Center, a wind farm located in Stark County, North Dakota. The locations of the Project Company's proposed Road and Utility Crossings on the property are more particularly depicted in **Exhibit B** attached hereto and incorporated by reference herein (the "**Permitted Crossing Locations**"); and

WHEREAS, REC is willing to consent to Project Company's construction, maintenance and use of said Road and Utility Crossings on the Easements subject to certain conditions.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. REC hereby consents to the construction of the Project Company's facilities within the area of the Easements in the Permitted Crossing Locations in compliance with all legal and regulatory requirements. REC is assigning Project Company no rights or privileges under its Easements, and Project Company will be securing its own easements for Road and Utility Crossings from the relevant landowners.
2. Along with the Agreement, Project Company shall provide REC with the **Exhibit B** sketch of its contemplated Road and Utility Crossings. REC shall be given the opportunity to approve the locations, such approving not being unreasonably withheld. Project Company shall provide REC a map or sketch of all Road and Utility Crossings after construction is completed upon receiving a written request from REC.
3. Project Company agrees to notify REC immediately in the event any damages are caused by Project Company or a Project Company contractor to REC's electrical transmission or distribution lines. Project Company will repair the damage, at its expense, and shall pay any damages incurred by REC due to this damage. In the event it is necessary for REC to make the emergency repairs, Project Company will reimburse REC for its expense immediately upon

receipt of REC's invoice. Project Company will pay for any costs REC incurs due to the construction of the Road and Utility Crossings, including costs associated with line drops.

4. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses as follows:

REC:

Roughrider Electric Cooperative, Inc.
2156 4th Avenue E
Dickinson, ND 58602-1038
Attn: Operations Manager
Telephone: (701) 483-5111

Project Company:

Brady Wind, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 694-4678

5. This Agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents and contractors of the Parties to this Agreement. Project Company shall be permitted to assign this Agreement without the prior written consent of REC. The assignment shall only be effective upon the provision of notice to REC. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the original Easements.

6. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute on and the same Agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

REC:

Roughrider Electric Cooperative, Inc.,
A North Dakota corporation

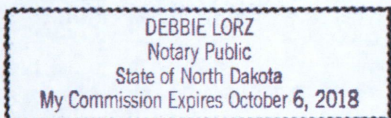
By: Roughrider Electric Cooperative, Inc.
Name: Jason L. Bentz
Title: Operations Manager

STATE OF NORTH DAKOTA)

COUNTY OF STARK)

On this 25 day of May, 2016, before me, the undersigned notary public, personally appeared Jason L. Bentz, as Operations Manager (title) of Roughrider Electric Cooperative, Inc., a North Dakota corporation, who is personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license as identification, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Debbie Lorz
Notary Public
Debbie LORZ
Notary Printed Name
My Commission Expires:

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Project Company:

Brady Wind, LLC,
A Delaware limited liability company

By: _____
John DiDonato, Vice President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

On this ____ day of May, 2016, before me, the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind, LLC, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Notary Printed Name
My Commission Expires:

EXHIBIT A

Description of REC Easements

EXHIBIT B

Depiction of Road and Utility Crossings



Our Vision: People and Business Succeeding with Quality Water Our Mission: Quality Water for Southwest North Dakota

Southwest Pipeline Crossing Permit No. 2016-125

In accordance with section 61-24.3-20 of the North Dakota Century Code, the Southwest Pipeline Project does hereby grant approval to your request to cross our pipeline easement to the extent that the SWPP has authority to do so provided you comply with the following conditions as deemed applicable from your permit application:

1. X You will assume full responsibility for any and all damages caused by the construction, operation and maintenance of your facilities.
2. N/A Your facilities will cross beneath our pipeline if at all possible. (Does not apply to natural gas lines, power lines, and communications systems buried less than 48 inches).
3. X At the point of crossing a minimum separation of 18 inches must be maintained between your facilities and our pipeline.
4. X Excavation in the vicinity of our pipeline shall be performed by hand digging only. Our main transmission pipelines must be exposed whether boring or open cut methods are utilized.
5. X Crossing angle shall be as near 90 degrees as possible.
6. N/A You shall envelop our metallic pipelines with a granular material similar to the material removed. This requirement does not apply to PVC pipelines.
7. N/A You must mitigate any interference with our cathodic protection system. Any installation of cathodic protection shall be subject to inspection by SWPP personnel.
8. * Crossing shall be inspected by SWPP personnel prior to and during backfill. No charge will be made during normal working hours. After normal working hours you will be billed for the onsite representative at hourly overtime rates plus benefits.
9. N/A Pipelines carrying products other than potable water must be encased a distance of 20 feet on either side of the crossing. (Natural gas is exempt from this requirement.)
10. * You must provide a minimum of 48 hours' notice prior to construction activity.

Special conditions/description: This is a blanket permit for T137 R97 in Stark County with multiple crossings. SWPP pipe shall be exposed at bored crossings where depth will exceed 5 feet: preferred method is Hydro-vac.

*The contractor and SWA field representative will determine the necessity of inspections and notification.

SWPP Representative: Andrew Erickson

Date: 4-7-16



Our Vision: People and Business Succeeding with Quality Water Our Mission: Quality Water for Southwest North Dakota

Southwest Pipeline Crossing Permit No. 2016-126

In accordance with section 61-24.3-20 of the North Dakota Century Code, the Southwest Pipeline Project does hereby grant approval to your request to cross our pipeline easement to the extent that the SWPP has authority to do so provided you comply with the following conditions as deemed applicable from your permit application:

1. X You will assume full responsibility for any and all damages caused by the construction, operation and maintenance of your facilities.
2. N/A Your facilities will cross beneath our pipeline if at all possible. (Does not apply to natural gas lines, power lines, and communications systems buried less than 48 inches).
3. X At the point of crossing a minimum separation of 18 inches must be maintained between your facilities and our pipeline.
4. X Excavation in the vicinity of our pipeline shall be performed by hand digging only. Our main transmission pipelines must be exposed whether boring or open cut methods are utilized.
5. X Crossing angle shall be as near 90 degrees as possible.
6. N/A You shall envelop our metallic pipelines with a granular material similar to the material removed. This requirement does not apply to PVC pipelines.
7. N/A You must mitigate any interference with our cathodic protection system. Any installation of cathodic protection shall be subject to inspection by SWPP personnel.
8. * Crossing shall be inspected by SWPP personnel prior to and during backfill. No charge will be made during normal working hours. After normal working hours you will be billed for the onsite representative at hourly overtime rates plus benefits.
9. N/A Pipelines carrying products other than potable water must be encased a distance of 20 feet on either side of the crossing. (Natural gas is exempt from this requirement.)
10. * You must provide a minimum of 48 hours' notice prior to construction activity.

Special conditions/description: This is a blanket permit for T137 R96 in Stark County with multiple crossings. SWPP pipe shall be exposed at bored crossings where depth will exceed 5 feet: preferred method is Hydro-vac. 15 feet of separation between SWPP pipe and overhead transmission poles must be maintained.

*The contractor and SWA field representative will determine the necessity of inspections and notification.

SWPP Representative:

Andrew Erickson

Date:

4-7-16



Our Vision: People and Business Succeeding with Quality Water Our Mission: Quality Water for Southwest North Dakota

Southwest Pipeline Crossing Permit No. 2016-127

In accordance with section 61-24.3-20 of the North Dakota Century Code, the Southwest Pipeline Project does hereby grant approval to your request to cross our pipeline easement to the extent that the SWPP has authority to do so provided you comply with the following conditions as deemed applicable from your permit application:

1. X You will assume full responsibility for any and all damages caused by the construction, operation and maintenance of your facilities.
2. N/A Your facilities will cross beneath our pipeline if at all possible. (Does not apply to natural gas lines, power lines, and communications systems buried less than 48 inches).
3. X At the point of crossing a minimum separation of 18 inches must be maintained between your facilities and our pipeline.
4. X Excavation in the vicinity of our pipeline shall be performed by hand digging only. Our main transmission pipelines must be exposed whether boring or open cut methods are utilized.
5. X Crossing angle shall be as near 90 degrees as possible.
6. N/A You shall envelop our metallic pipelines with a granular material similar to the material removed. This requirement does not apply to PVC pipelines.
7. N/A You must mitigate any interference with our cathodic protection system. Any installation of cathodic protection shall be subject to inspection by SWPP personnel.
8. * Crossing shall be inspected by SWPP personnel prior to and during backfill. No charge will be made during normal working hours. After normal working hours you will be billed for the onsite representative at hourly overtime rates plus benefits.
9. N/A Pipelines carrying products other than potable water must be encased a distance of 20 feet on either side of the crossing. (Natural gas is exempt from this requirement.)
10. * You must provide a minimum of 48 hours' notice prior to construction activity.

Special conditions/description: This is a blanket permit for T137 R95 in Stark County with multiple crossings. SWPP pipe shall be exposed at bored crossings where depth will exceed 5 feet: preferred method is Hydro-vac. 15 feet of separation between SWPP pipe and overhead transmission poles must be maintained.

*The contractor and SWA field representative will determine the necessity of inspections and notification.

SWPP Representative: Andrew Ericson

Date: 4-7-16



Our Vision: People and Business Succeeding with Quality Water Our Mission: Quality Water for Southwest North Dakota

Southwest Pipeline Crossing Permit No. 2016-128

In accordance with section 61-24.3-20 of the North Dakota Century Code, the Southwest Pipeline Project does hereby grant approval to your request to cross our pipeline easement to the extent that the SWPP has authority to do so provided you comply with the following conditions as deemed applicable from your permit application:

1. X You will assume full responsibility for any and all damages caused by the construction, operation and maintenance of your facilities.
2. N/A Your facilities will cross beneath our pipeline if at all possible. (Does not apply to natural gas lines, power lines, and communications systems buried less than 48 inches).
3. X At the point of crossing a minimum separation of 18 inches must be maintained between your facilities and our pipeline.
4. X Excavation in the vicinity of our pipeline shall be performed by hand digging only. Our main transmission pipelines must be exposed whether boring or open cut methods are utilized.
5. X Crossing angle shall be as near 90 degrees as possible.
6. N/A You shall envelop our metallic pipelines with a granular material similar to the material removed. This requirement does not apply to PVC pipelines.
7. N/A You must mitigate any interference with our cathodic protection system. Any installation of cathodic protection shall be subject to inspection by SWPP personnel.
8. * Crossing shall be inspected by SWPP personnel prior to and during backfill. No charge will be made during normal working hours. After normal working hours you will be billed for the onsite representative at hourly overtime rates plus benefits.
9. N/A Pipelines carrying products other than potable water must be encased a distance of 20 feet on either side of the crossing. (Natural gas is exempt from this requirement.)
10. * You must provide a minimum of 48 hours' notice prior to construction activity.

Special conditions/description: This is a blanket permit for T137 R98 in Stark County. 15 feet of separation between SWPP pipe and overhead transmission poles must be maintained.

*The contractor and SWA field representative will determine the necessity of inspections and notification.

SWPP Representative: Andrew Erickson

Date: 4-7-16

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

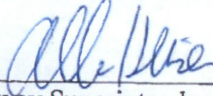
No other requirements have been identified by the County

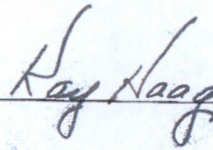
Brady Wind must maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any liability or contractual obligation or responsibility. In the event of Brady Wind failure to maintain the required insurance, Stark County may order Brady Wind to immediately 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.

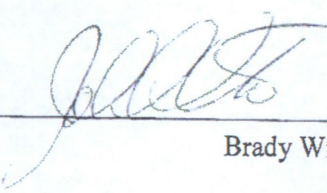
The hauling of materials on attached in the enclosed Haul Road Plan shall cease as soon as materials to be hauled to the Brady Wind Energy Center have been delivered. The hauling shall commence on or after April 2016; and that this agreement shall be in effect until a projected date of December 2016,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

[Signature]
Applicant (Representative, Company)

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

Applicant Address (Address, City, State, Zip)

061 691 7132
Phone Number of Applicant

061 691 7307
Fax Number of Applicant

Date: March 4, 2014

[Signature: Ray Haag]
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:

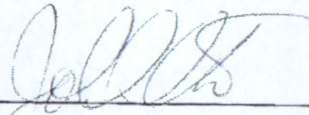
1. A map indicating the route, and county roads or right of ways intended for use by Applicant, and location of gas plants, compressor stations, substations, or other

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



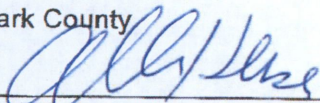
Title

Vice President

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

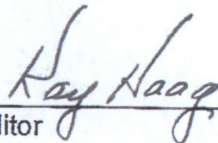
24 day of MAY, 2016

Stark County



Stark County Road Superintendent

Attest:



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:

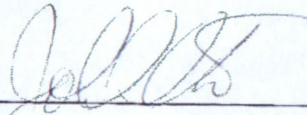
1. A map indicating the route, and county roads or right of ways intended for use by Applicant, and location of gas plants, compressor stations, substations, or other

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



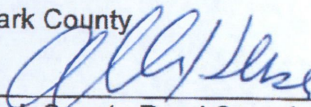
Title

Vice President

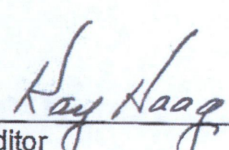
Approved by the Road Superintendent, Stark County, Dickinson, North Dakota this

24 day of MAY, 2016

Stark County


Stark County Road Superintendent

Attest:


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 33048
(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 "transmission" crossing locations (11 in all)--Note:T11 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.
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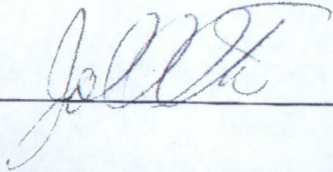
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2. Name and address of the contractor, including their ND contractor license number;
3. Name of contractor bonding company and bond or insurance number;
4. Copies of all easements or letters of consent obtained from adjacent private landowners;
5. Proposed commencement date April 2016 and completion date October 2016;
6. Size of line or facility (diameter, kV, etc.): 230 kV (pole mounted);
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



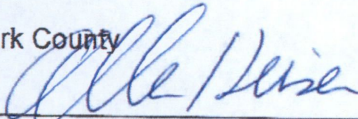
Title

Vice President

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

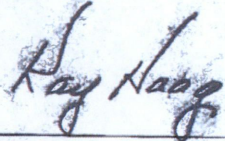
24 day of March, 2014

Stark County



Stark County Road Superintendent

Attest:



Stark County Auditor

OFFICE OF STARK COUNTY AUDITOR
DICKINSON ND 58602-0130

RECEIPT NO. M0081628
06/17/16

RECEIVED OF ATWELL LLC

\$200.00

TWO HUNDRED AND 00/100 DOLLARS

Unicole Roberts

RECEIVED OF ATWELL LLC

FUND NAME

CREDIT ACCT DESCRIPTION

AMOUNT

COUNTY ROADS-UNORGANIZED

2120 3226 000 CROSSING PERMIT FOR BRADY II

200.00

RECEIPT # M0081628 06/17/16

\$200.00

CHK	200.00
CSH	.00
DIR	.00
OTH	.00

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

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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.

[Signature]
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

[Signature]
Stark County Auditor