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July 22, 2016

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 II, LLC
Application for Certificate of Site Compatibility
PSC Case No. PU-16-042
Our File No. 35-218-027

Enclosed please find for filing 2 copies of the following documents in the above case:

1. Hettinger County CUP
2. Hettinger County Approach Permits
3. Hettinger County Haul Road Agreement
4. NDDOT Collection Crossing Permits
5. Slope Electric Crossing Agreement
6. Decommissioning Bond
7. Hettinger County Crossing Permits
8. Stark Road Crossing Permit Approval
9. RoughRider Electric Crossing Agreement
10. SWWA Permits

Please call should you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Casey A. Furey". The signature is fluid and cursive, written over a faint horizontal line.

Casey A. Furey

bw
enc.
Jaimee Antognazzi
Zachary E. Pelham
Julie Prescott

Special meeting of April 8, 2016, following the Planning/Zoning Hearing that started at 9:00 am for the Condition Use Permit Application for the Brady Wind II project for a windfarm located in Kunze and Clark Townships. All members present, John Plaggemeyer, Ron Friedt and Rob Larson. Also in attendance were the Planning/Zoning Board, representatives of the Brady II Wind project, media representatives and approximately seventy others people that were interested in the outcome of this project.

The commissioners each spoke a little about the project. They mentioned how there will be a decision for or against this project and although some will not be happy, the hope is that everyone will still be friends.

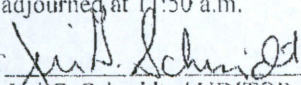
Troy Mosbrucker, representing the Planning/Zoning Board, gave his board's "Do Pass" recommendation to the commissioners. This recommendation includes a variance approval for the slight additional length of the wind blades, that there will be a Decommissioning bond submitted to the county prior to the start of work on the project, and that the "County" roads in the CUP also includes Township roads.

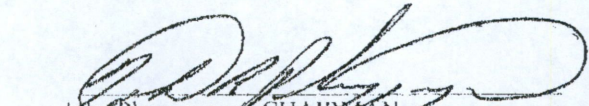
The motion was made by Larson to accept this Condition Use Permit Application with the variance of the blade length, the decommissioning bond requirement, and county roads meaning including the township roads in the CUP. This motion was seconded by Friedt.

Roll Call Vote: Larson "Aye"; Friedt "Aye", Plaggemeyer "Aye".

Meeting adjourned at 11:50 a.m.

ATTEST


Jeri G. Schmidt, AUDITOR


John Plaggemeyer, CHAIRMAN

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Special meeting of April 21, 2016, at 10:00 a.m. All members present, John Plaggemeyer, Ron Friedt and Rob Larson. Also present were Lee Meier, Highway Superintendent, Steve Dorval, Travis Hushka and Mike Dorval from Heartland Engineering. All voting in favor and motions carried unless noted otherwise.

Purpose of this meeting was to contracting decisions for Havelock Road and to decide which other shaping and graveling of other roads to add.

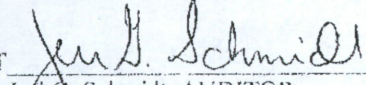
Friedt moved and Larson seconded to approve the bid of Alternate A from Foothills Contracting.

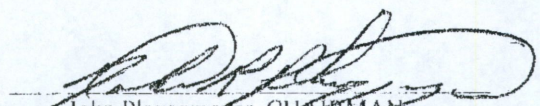
Discussion was held for the roads that will be added to be done, and the gravel that will need to be crushed with the funds still available from SB2103, HB117 and HB1358.

Larson moved that if gravel testing results are good, to crush gravel from the Roth pit and Koppinger pit. Seconded by Friedt.

Meeting adjourned at 11:15 a.m.

ATTEST


Jeri G. Schmidt, AUDITOR


John Plaggemeyer, CHAIRMAN

.....

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

The Board of Hettinger County Commissioners, in the State of North Dakota, hereby grant permission to Brady Wind II, 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 29 access road approaches

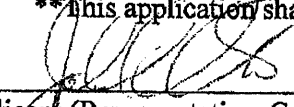
1. Above ground fixtures shall be located off the road right-of-way or on the right-of-way line.
2. All trenches and other excavations shall be carefully backfilled in such a manner as to eliminate settlement, and the surface of the ground shall be returned to its original condition.
3. It is understood and agreed that Hettinger 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 Hettinger County Road Superintendent.
6. Hettinger 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 Hettinger County. Furthermore, the applicant and/or its successors agree to indemnify and hold harmless Hettinger 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 Hettinger 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 Hettinger 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 Hettinger 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 Hettinger 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 Hettinger 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 Hettinger County Road Superintendent.

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


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

561 691 1945
Phone Number of Applicant
561 691 7307
Fax Number of Applicant

Date: 4-28-14


Hettinger County Auditor

HETTINGER COUNTY HAUL ROAD AGREEMENT

THIS HAUL ROAD AGREEMENT is entered into by and between Hettinger County, North Dakota, and Brady Wind II, LLC, a Delaware limited liability company (Brady Wind II) 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 Hettinger 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 Hettinger 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 II and its subcontractors shall be financially responsible to Hettinger 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 Hettinger County is satisfied that the road has been restored or maintained in accordance with Hettinger 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 Hettinger 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 II, on the above described road/roads shall meet the reasonable and acceptable standards as prescribed by Hettinger County.

It is further agreed, that while hauling is in progress, if an Engineer for Hettinger County or the Highway Superintendent for Hettinger 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 Hettinger 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 Hettinger County, the contractor will have 24 hours after notification by Hettinger 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 Hettinger County employees or a qualified contractor, as determined by Hettinger County to complete the repair and forward the invoice to Brady Wind II for payment and/or reimbursement.

Brady Wind II agrees to defend, indemnify and hold harmless Hettinger 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 II on the road/roads and bridge/bridges

of the Hettinger County that give rise to the obligations identified in this agreement;

2. Any negligent or willful misconduct on the part of Brady Wind II in connection with any operations or activities of Brady Wind II on the road/roads and bridge/bridges of Hettinger County that give rise to the obligations identified in this agreement; or
3. Any breach of this Agreement by Brady Wind II. Furthermore, Brady Wind II 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 II 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 Hettinger County and shall list the Hettinger 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 II 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 II failure to maintain the required insurance, Hettinger County may order Brady Wind II 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 Hettinger County, North Dakota shall govern this agreement, and any legal proceeding regarding this agreement shall be brought in the District Court of Hettinger County, North Dakota. Further, by performing these services in Hettinger County, North Dakota, Brady Wind II hereby submits to the jurisdiction of the District Court of Hettinger 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 II 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 Hettinger County.

Dated this 16th day of MAY, 20 16

By: Lee Meier
Its: Highway Superintendent, Hettinger County

Attest: Jeri Schmidt

Dated this 28 day of April, 20 16.

By: Jerry Wind
Brady Wind II, LLC

Attest: _____

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 11-2012)

CM# 65160872

Document Number 52649	(FOR STATE USE ONLY)	Permit Number 16049
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APPLICANT INFORMATION

Prepared Company Name Brady Wind II, LLC		Prepared by Neil Jones for NextEra Energy Resources			
Owner of Facility Brady Wind II, 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 17 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.

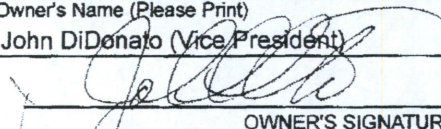
That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

**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 December 31, 2016

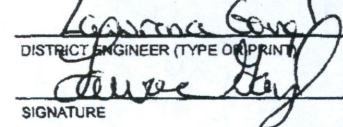
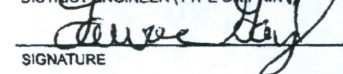
Company Name Brady Wind II, LLC	Owner's Name (Please Print) John DiDonato (Vice President)
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4-28-16
DATE


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 15 day of May, 2016.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION


DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 52.9212 ~~Ref marker 53~~ End Ref. Point 52.9212 ~~Ref marker 53~~

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

Direction N S E W Begin 415 feet from reference marker 53

Direction N S E W End 425 ^{ADD} _{AVG} feet from reference marker 53

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

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 52.9193 ~~Ref marker 53~~ End Ref. Point 52.9193 ~~Ref marker 53~~

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

Direction N S E W Begin 425 ^{ADD} feet from reference marker 53

Direction N S E W End 435 ^{ADD} _{AVG} feet from reference marker 53

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

LOCATION NO. _____ (FOR STATE USE ONLY) Begin Ref. Point 52.9174 ~~Ref marker 53~~ End Ref. Point 52.9174 ~~Ref marker 53~~

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

Direction N S E W Begin 435 ^{ADD} feet from reference marker 55

Direction N S E W End 445 ^{ADD} _{AVG} 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 _____

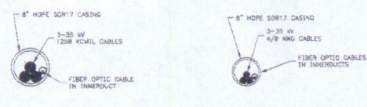
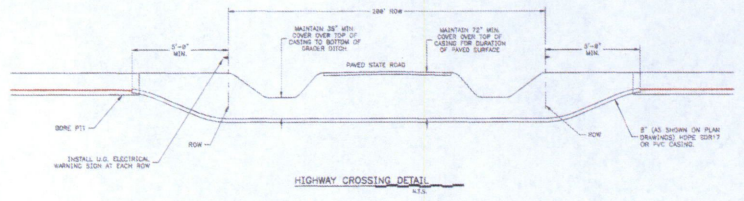
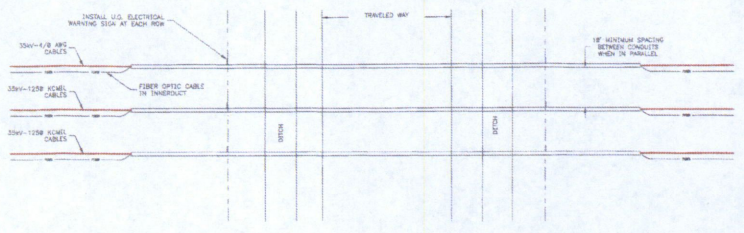
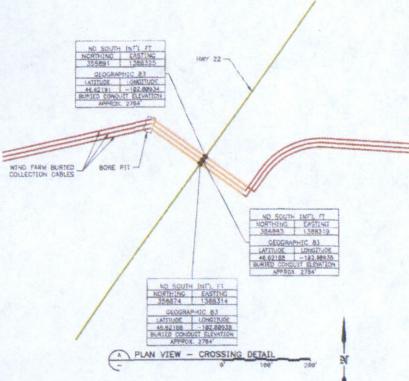
Highway No. _____ Along or Across Lanes of traffic 2 4

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.



LEGEND

	FIBER DUCT
	ROAD EDGE
	UNDERGROUND CABLE
	RIGHT OF WAY
	CONDUIT

- NOTES**
- FOR PERMITTING ONLY. NOT CONSTRUCTION DRAWINGS.
 - BORE HOLE DIAMETER MUST NOT EXCEED OUTSIDE DIAMETER OF CASING BY MORE THAN 1/8".

<p>P. & E. ENGINEERING CO. POWER ENGINE ANALYSIS AND DESIGN 100 N. 10th St. Cedar Rapids, IA 52401 563.241.1111 www.pandee.com</p>	<p>NEXTERA ENERGY RESOURCES</p>	REV. 1. DESIGN DESIGN	DESIGNER: [blank]	DATE: 08-15-14	INCHES: 11x17	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>	<p>NEXTERA ENERGY RESOURCES BRADY WIND II, LLC HIGHWAY CROSSING PERMIT</p>	MODULE NUMBER: N/A
		<p>SCALE: AS SHOWN</p>	<p>REV. B DWG. NO. E9269-906</p>					

**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)
04/28/2016

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).

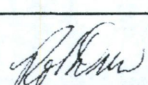
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED NextEra Energy, Inc. including Brady Wind II, LLC Attn: Erica McNabb, Risk Management Dept 700 Universe Boulevard Juno Beach, FL 33408-2657	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:** 7VZ9R9NE **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 SUBR INSD 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	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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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 <input checked="" type="checkbox"/> N <input type="checkbox"/> 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)
The State of North Dakota and its agencies, officers, and employees (State) are 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. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER North Dakota Department of Transportation 608 E Boulevard Ave. Bismarck, ND 58505	CANCELLATION 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 
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRUFF, SEIBELS & WILLIAMS, INC.		INSURED NextEra Energy, Inc. including Brady Wind II, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/28/2016	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

NextEra Energy Resources, LLC Schedule of Workers' Compensation Policies

New Hampshire Insurance Company:

- Policy No. WC067713064 (AOS)
- Policy No. WC067713065 (CA)
- Policy No. WC067713069 (FL)
- Policy No. WC067713070 (MA, ND, OH, WA, WI, WY)
- Policy No. WC067713066 (IL, KY, NC, NH)
- Policy No. WC067713067 (NJ, PA)
- Policy No. WC067713068 (AZ, VA)
- Policy No. WC067713071 (ME)

National Union Fire Insurance Co of Pittsburgh PA:

- Policy No. WC067713072 (OR)



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 Permittee:

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~~
16049 / 52649

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

CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (the "**Agreement**") is executed this 31st day of May, 2016, by and between Slope Electric Cooperative, Inc., a North Dakota corporation ("**SEC**") and Brady Wind II, LLC, a Delaware limited liability company ("**Project Company**"). SEC and the Project Company are sometimes referred to herein collectively as the "**Parties**".

R E C I T A L S :

WHEREAS, SEC has an interest in the property located in Hettinger 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 II Wind Energy Center, a wind farm located in Hettinger 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, SEC 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. SEC 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. SEC 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. Prior to construction of the Road and Utility Crossings, Project Company shall provide SEC with a sketch of its contemplated Road and Utility Crossings. SEC shall be given the opportunity to approve the locations attached hereto as **Exhibit B**. SEC's approval of the locations shall not be unreasonably withheld. Project Company shall provide SEC a map or sketch of all Road and Utility Crossings after construction is completed upon receiving a written request from SEC.

3. Project Company agrees to notify SEC immediately in the event any damages are caused by Project Company or a Project Company contractor to SEC's electrical transmission or distribution lines. Project Company will repair the damage, at its expense, and shall pay any damages incurred by SEC due to this damage. In the event it is necessary for SEC to make the emergency repairs, Project Company will reimburse SEC for its expense immediately upon

receipt of SEC's invoice. Project Company will pay for any costs SEC 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:

SEC:

Slope Electric Cooperative, Inc.
116 East 12th Street
New England, ND 58647
Attn: Operations Manager
Telephone: (701) 579-4191

Project Company:

Brady Wind II, 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 SEC. The assignment shall only be effective upon the provision of notice to SEC. 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.

SEC:

Slope Electric Cooperative, Inc.,
A North Dakota corporation

By: Dean Volk
Name: Dean Volk
Title: Operations Manager

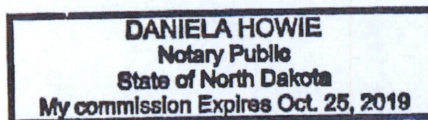
STATE OF NORTH DAKOTA)

COUNTY OF HETTINGER)

On this 24th day of May, 2016, before me, the undersigned notary public, personally appeared Dean Volk, as Operations Manager (title) of Slope 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.

Daniela Howie
Notary Public
Daniela Howie
Notary Printed Name
My Commission Expires:

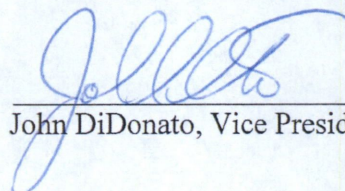


COUNTERPART SIGNATURE PAGE

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

Project Company:

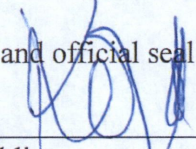
Brady Wind II, LLC,
A Delaware limited liability company

By: 
John DiDonato, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 31 day of May, 2016, before me, the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind II, 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:

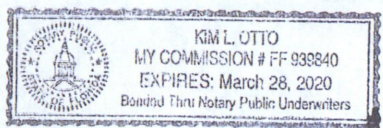


EXHIBIT A

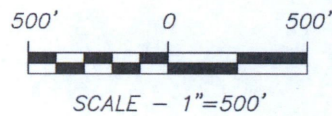
Description of SEC Easements

Brady Wind II, LLC

Slope Electric Cooperative Collection and Road Crossing Locations

Crossing Number	Agreement Type	Landowner Name	Recording Info	Utility	Number of Lines	Company	Number of Circuits	Street Name or Location	Side of Street	Latitude of Crossing	Longitude of Crossing
C2	Collection	Southwest Dakota	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	1	Between WTG 3 & 4		46 37 30.54854	-102 53 27.06021
C3	Collection	Nick Lenhardt etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	1	Between WTG 7 & 8		46 37 11.44030	-102 53 12.98232
C4	Collection	Nick Lenhardt etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	1	Between WTG 7 & 12		46 36 58.46291	-102 53 03.42308
C15	Collection	Magdalene Kathrein	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	2	55TH ST SW	N	46 36 54.10616	-102 47 09.74136
C21	Collection	George Anton LE etal	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	2	55TH ST SW	N	46 36 55.62114	-102 44 19.56691
C22	Collection	George Anton LE etal	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	2	110TH AVE SW	W	46 36 54.74428	-102 43 05.92685
C23	Collection	Mark Koller etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	1	110TH AVE SW	W	46 34 38.21759	-102 43 05.61462
C28	Collection	Wilhelm Family Land Trust	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric	1	57TH ST SW	N	46 35 13.17698	-102 40 29.30497
R2	Access Road	Southwest Dakota	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		Between WTG 3 & 4		46 37 30.31968	-102 53 26.89158
R4	Access Road	Douglas Fitterer	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		56TH ST SW	S	46 36 03.07995	-102 53 41.59249
R6	Access Road	Nick Lenhardt etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		118TH AVE SW	E	46 36 56.55261	-102 53 02.01606
R10	Access Road	Kenneth Stagl etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		59TH ST SW	S	46 33 24.48391	-102 48 12.72289
R13	Access Road	Magdalene Kathrein	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		55TH ST SW	N	46 36 54.40375	-102 46 56.80991
R15	Access Road	Mark Koller etux	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		110TH AVE SW	W	46 35 20.84446	-102 43 05.70653
R22	Access Road	Wilhelm Family Land Trust	NO RECORDED EASEMENTS	Overhead Line	1	Slope Electric		57TH ST SW	N	46 35 13.17670	-102 40 29.69125

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C2




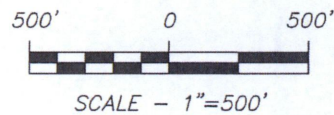
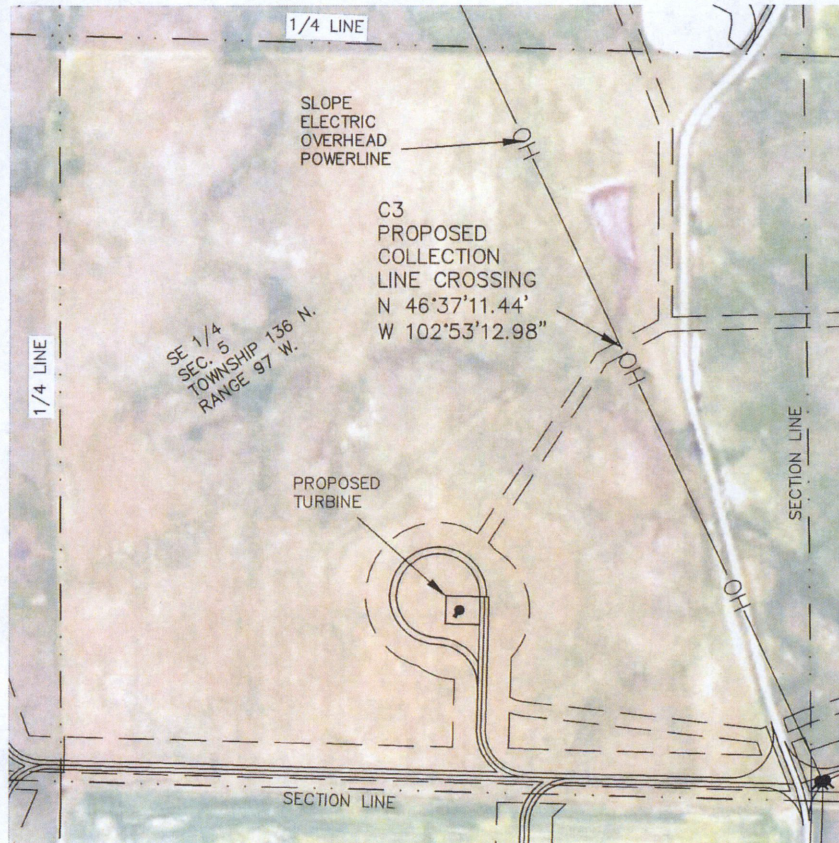
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>1990 Erie Avenue Blount, North Dakota 58204 ds@swensonhagen.com Phone: (701) 273-2600 Fax: (701) 273-2606</small>
Date: 05/07/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C3




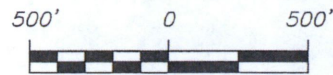
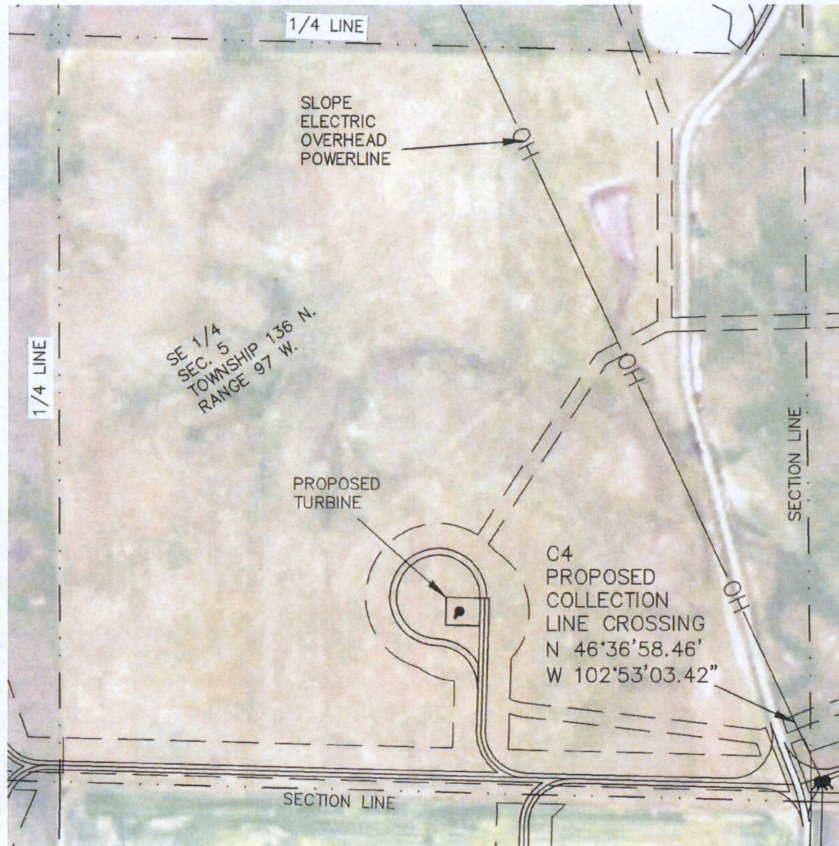
	Client: Nextera Energy Resources, LLC	 SWENSON, HAGEN & COMPANY P.C. <small>609 Bush Avenue Brewster, North Dakota 58504 Phone (701) 222-2200 Fax (701) 222-2600 www.swhagen.com</small>	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C4



SCALE - 1"=500'


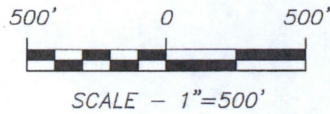
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>300 Basin Avenue Blount, North Dakota 58208 Phone: (701) 223-2000 Fax: (701) 223-2000 Licenses: Professional Engineer Land Surveyor Landscape & Site Design Construction Management</small>
Date: 05/07/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 6, Township 136 North, Range 96 West
 Crossing Number C15




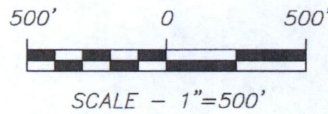
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small> Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management </small>
Date: 05/07/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 SW 1/4 Sec. 3, Township 136 North, Range 96 West
 Crossing Number C21




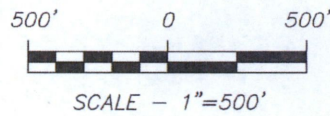
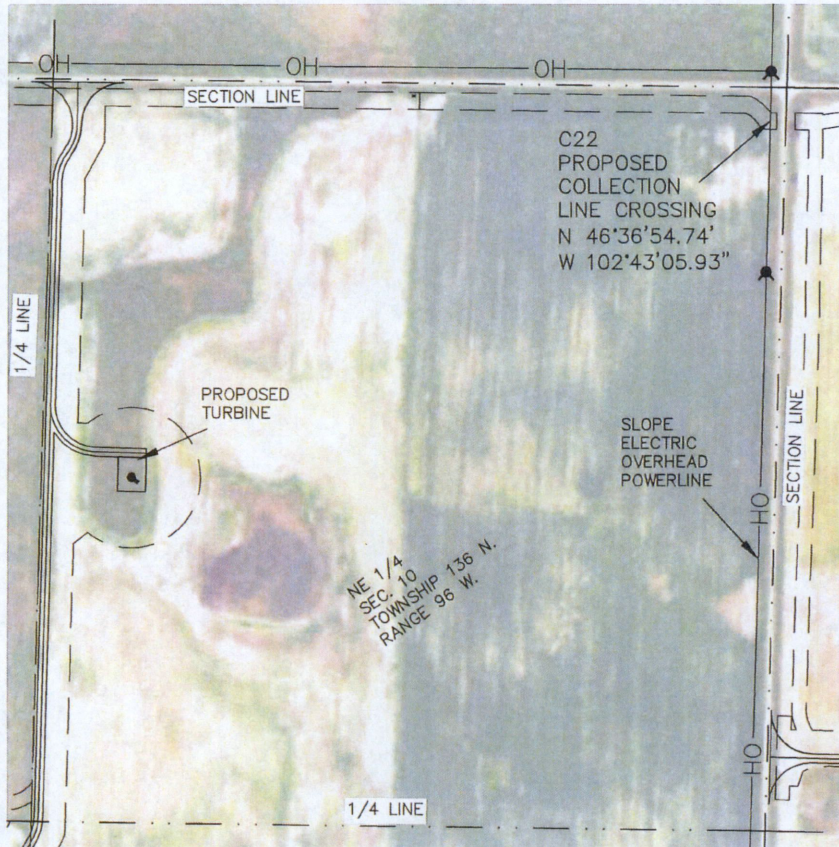
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small> Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management </small>
Date: 05/07/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 10, Township 136 North, Range 96 West
 Crossing Number C22




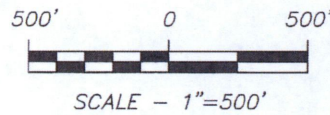
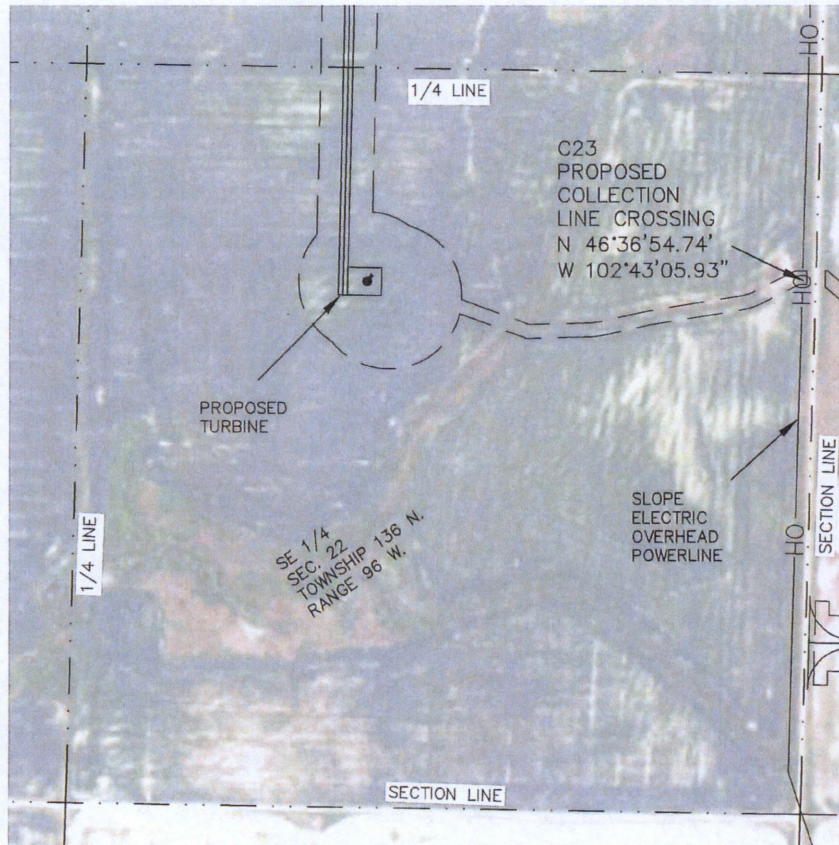
	Client: Nextera Energy Resources, LLC	 <p style="font-size: small;"> SWENSON, HAGEN & COMPANY P.C. <small> Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management </small> </p>	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 22, Township 136 North, Range 96 West
 Crossing Number C23




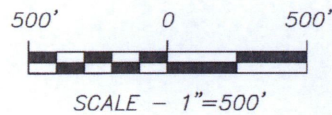
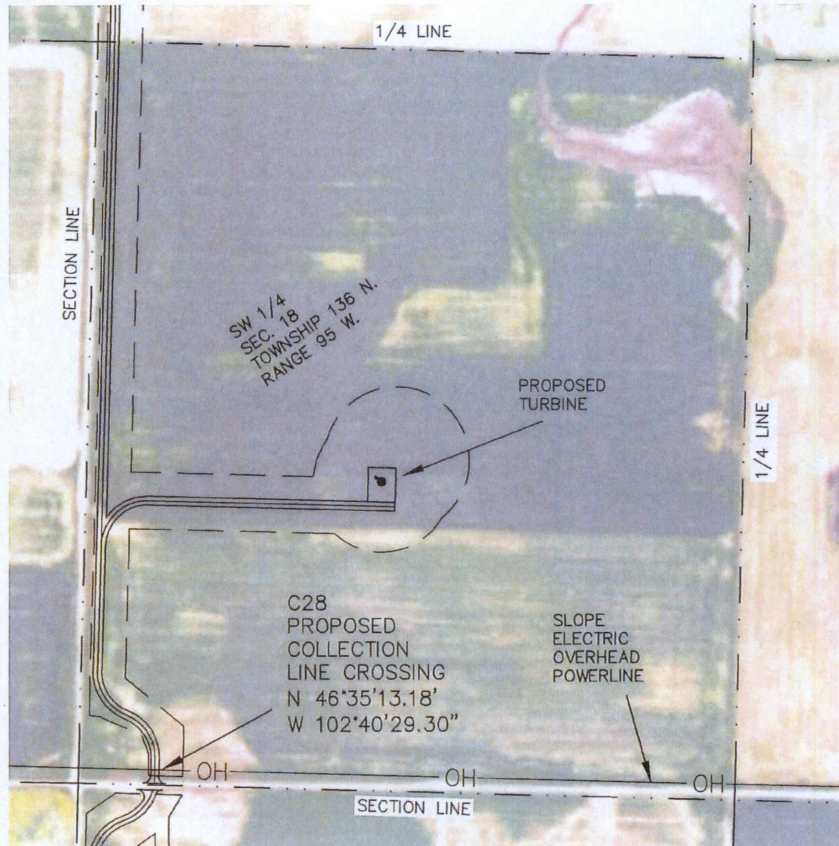
	Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>900 Main Avenue Roseburg, Oregon 97430 Phone: (503) 222-2600 Fax: (503) 222-2600 www.swhagen.com</small>
	Date: 05/07/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SW 1/4 Sec. 18, Township 136 North, Range 95 West
 Crossing Number C28




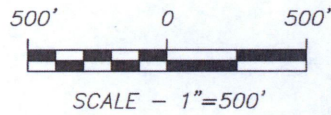
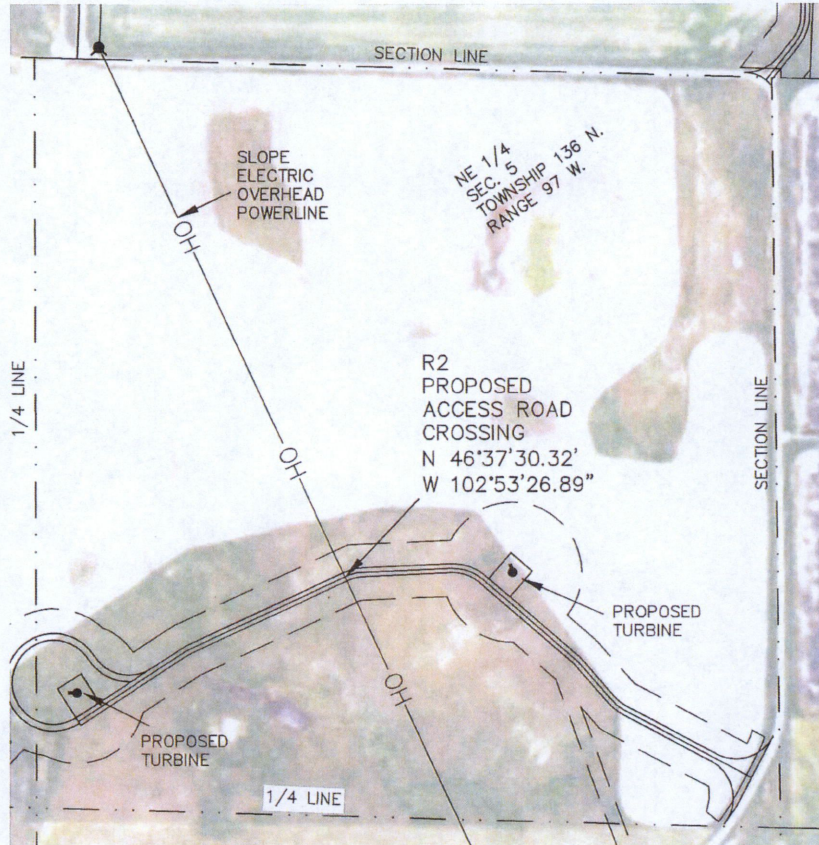
	Client: Nextera Energy Resources, LLC	 SWENSON, HAGEN & COMPANY P.C. <small>909 Baker Avenue Marshfield, North Dakota 58554 Phone (701) 223-2800 Fax (701) 223-2806 Email: shc@swensonhagen.com</small> Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number R2




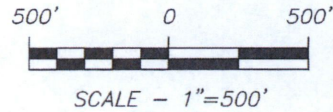
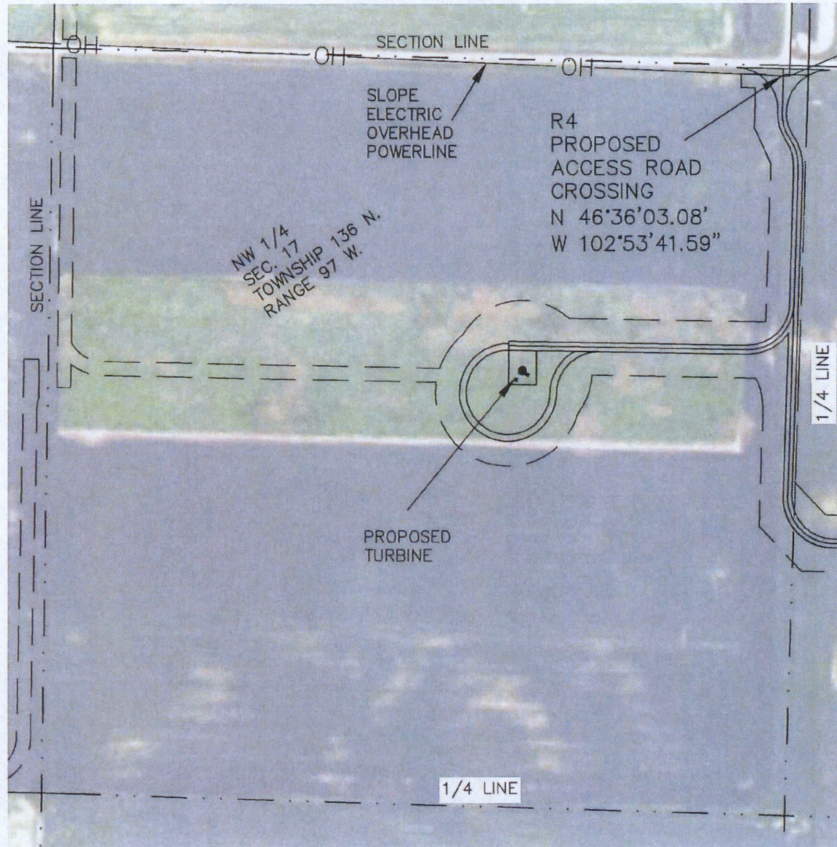
	Client: Nextera Energy Resources, LLC	 SWENSON, HAGEN & COMPANY P.C. <small>800 Blaine Avenue Winnech, North Dakota 58104 swensonhagen.com Phone (701) 222-2400 Fax (701) 222-2496</small>	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 NW 1/4 Sec. 17, Township 136 North, Range 97 West
 Crossing Number R4




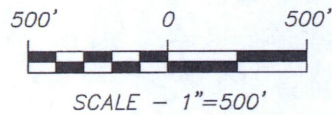
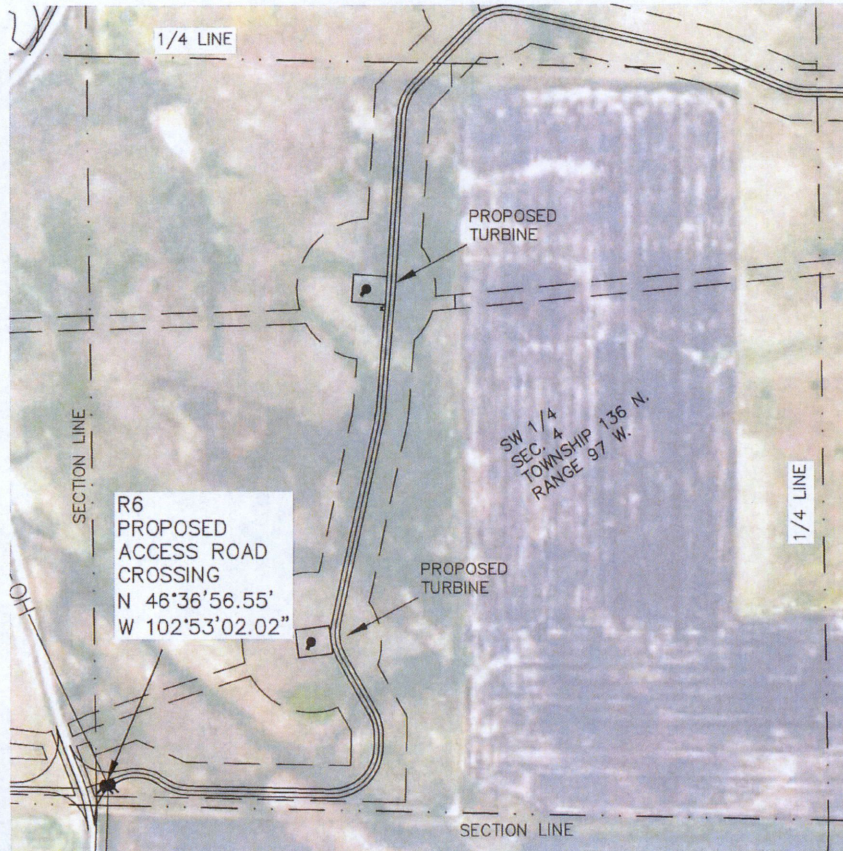
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>Professional Consulting Land Planning Civil Engineering Landscape & Site Design Construction Management</small> <small>2011 State Street Superior, North Dakota 58505 shc@swensonhagen.com Phone (701) 222-2859 Fax (701) 222-2858</small>
Date: 05/07/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 SW 1/4 Sec. 4, Township 136 North, Range 97 West
 Crossing Number R6




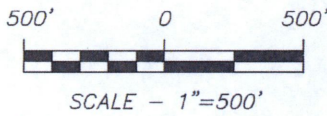
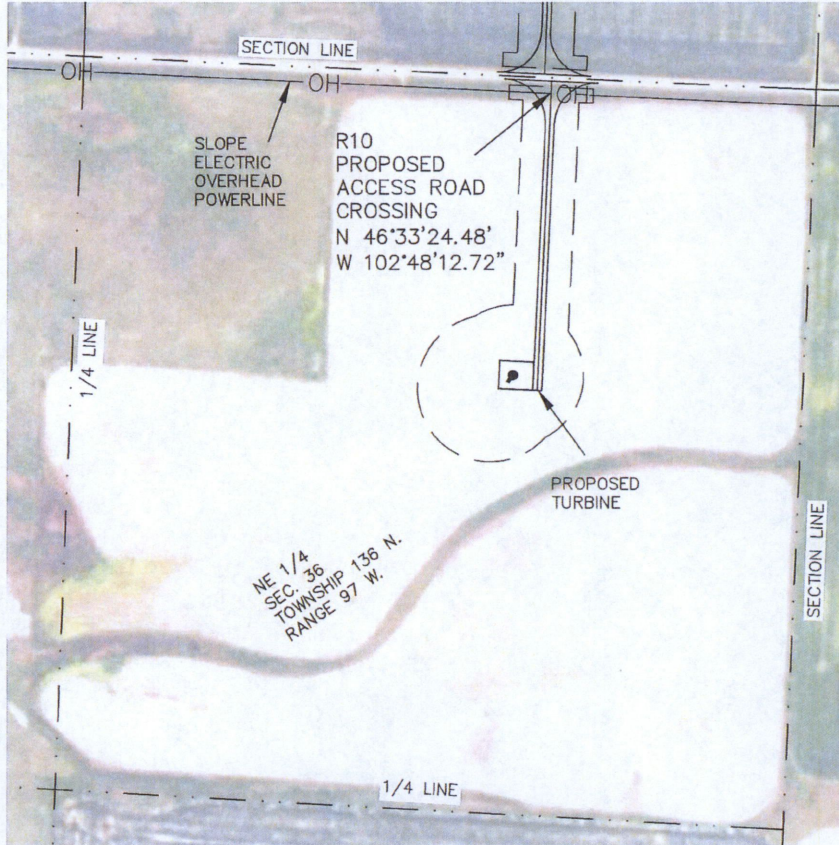
	Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management</small> <small>901 Basin Avenue Bismarck, North Dakota 58104 605.781.8100 Fax: (701) 223-2400 Toll: (800) 223-2404</small>
	Date: 05/07/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 6, Township 136 North, Range 97 West
 Crossing Number R10




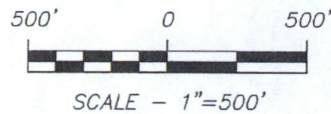
	Client: Nextera Energy Resources, LLC	 <p style="font-size: small;"> SWENSON, HAGEN & COMPANY P.C. Surveying Hydrology Land Planning Civil Engineering Landscape & Site Design Construction Management 100 South Avenue Howard, North Dakota 58044 shc@swensonhagen.com Phone (701) 227-2600 Fax (701) 227-2601 </p>	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 6, Township 136 North, Range 96 West
 Crossing Number R13




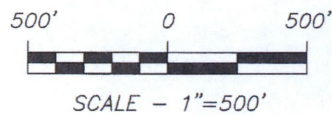
	Client: Nextera Energy Resources, LLC	 SWENSON, HAGEN & COMPANY P.C. <small>900 Bank, A, LLC 2100 North 136th Street, Suite 100 Lincoln, NE 68504 Phone: (402) 426-3000 Fax: (402) 426-3000</small>	
	Date: 05/07/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 15, Township 136 North, Range 96 West
 Crossing Number R15




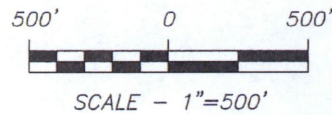
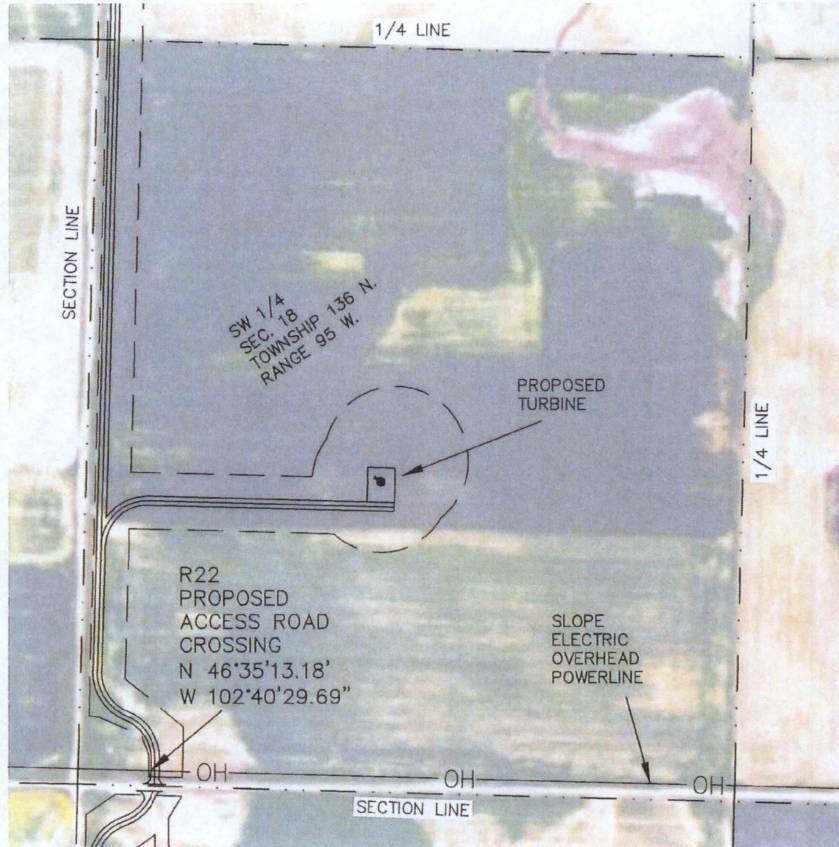

	Client: Nextera Energy Resources, LLC		 <p style="font-size: small;"> SWENSON, HAGEN & COMPANY P.C. <small>1000 Buick Avenue Sturtevant, North Dakota 58154 (701) 223-2500 Fax (701) 223-2500</small> </p>
	Date: 05/07/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SW 1/4 Sec. 18, Township 136 North, Range 95 West
 Crossing Number R22



	Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small>Surveying Mapping Land Planning Civil Engineering Landscape & Site Design Construction Management</small> <small>970 Basin Avenue Edwards, North Dakota 58534 Phone: (701) 223-2300 Fax: (701) 223-2000</small>
	Date: 05/07/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

DECOMMISSIONING BOND

Bond No: 09223211

KNOW ALL MEN BY THESE PRESENTS, THAT WE BRADY WIND II, LLC, 700 Universe Blvd., Juno Beach, FL 33408 (Hereinafter called Principal), as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 1400 American Lane Schaumburg, IL 60196-1056, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland (hereinafter called "Surety") as Surety, are held and firmly bound unto HETTINGER COUNTY, 336 Pacific Ave., Mott, ND 58646 (Hereinafter called "Obligee"), as Obligee, in the penal sum of Two Million Three Hundred Thousand Six Hundred Eighteen and 00/100 (\$2,300,618.00) good and lawful money of the United States of America, to be paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has granted the Principal a Land Use Permit No. _____ with Conditions of Approval, date granted April 8, 2016 ("Permit") for developing the Brady Wind II Energy Center in Hettinger and Stark County, ND – 150 MW wind energy facility, under the authority granted by the zoning regulations of the County; and

WHEREAS, as a condition of said Permit, the Principal is required to provide security to cover the cost of decommissioning activities required by the Permit.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall comply with the conditions of the Permit as referenced above, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Notwithstanding the fact that the term of Land Use Permit No. _____ for developing the Brady Wind II Energy Center in Hettinger and Stark County, ND – 150 MW wind energy facility, under the authority granted by the zoning regulations of the County from July 5, 2016 to December 31, 2047, it is understood by all parties to this bond that the term of this bond shall begin on July 5, 2016 and is continuous in nature until canceled as provided below.
2. The liability of the Surety shall not be discharged of any payment or succession of payments under this bond, unless and until such payment shall amount in the aggregate to the penal sum of the bond regardless of the number of extensions or years it may be in effect.
3. That in the case of default, the Obligee will give written notice to the surety within thirty (30) days thereafter.
4. No right of action shall accrue under this bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns. No assignment by the Principal shall be effective without the written consent of the Surety.
5. The surety may cancel this bond at any time by giving the Obligee ninety (90) days written notice by certified mail of its desire to be relieved of liability. The ninety day period shall begin on the date when both the Obligee and Principal receive the notice, as evidenced by the return receipts. Surety and Principal also reserve the right to substitute another surety bond or other acceptable method of security to Obligee, in place of this bond, by giving ninety (90) days written notice in writing to the Principal, Surety and Obligee. Upon confirmation that a substitute surety bond or other security is in place, covering all remaining obligations of the Principal, the Surety is discharged and released of any further liability, it being understood and agreed, however, that the Principal and Surety will be liable for any loss accruing up to the effective date of said substitution."
6. All suits, actions on this bond must be brought within sixty (60) days of the termination of the Land Use Permit or Bond, whichever shall occur first.

7. If any conflict or inconsistency exists between the Surety's obligations as described in the Bond and as described in the underlying Permit, then the terms of the Bond shall prevail.

8. The Surety's liability under this bond shall not extend in any manner nor will the Surety be responsible to pay any sums due related to hazardous waste clean up, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks whatsoever, unless such matters are a direct result of Principal's actions and required as a result of the conditions set forth in the Permit or for tort liability.

9. Neither nonrenewal or cancellation by the Surety, nor the failure or inability of the Principal to file replacement security in the event of nonrenewal or cancellation, shall constitute a loss or potential loss to the Obligee that is recoverable under this bond or any renewal or continuation thereof.

10. No modification of the Permit guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.

11. This bond shall not bind the surety unless the bond is accepted by the Obligee. The acknowledgment and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void. The persons who signatures appear below certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this bond.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be executed in their names and by their seals to be hereunder affixed on this 30th day of June, 2016.

BRADY WIND II, LLC

ATTEST Melissa A. Plotsky
Melissa A. Plotsky, Secretary

By [Signature]
Principal
John DiDonato
Vice President

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

ATTEST Maureen McNeill
Maureen McNeill

By [Signature]
Elizabeth Marjero, Attorney-in-Fact
Surety

The above terms and conditions of this bond have been reviewed and accepted by Hettinger County, the Obligee.

Acknowledged and Accepted:

By: [Signature]
Printed Name: John R. Plaggemeyer
Title: Commission Chair
Date: 7/19/16

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Douglas R. WHEELER, Maureen MCNEILL, Wayne G. MCVAUGH, Elizabeth MARRERO, Jaquanda MARTIN, Patricia A. RAMBO, Sara OWENS, Kimberly G. SHERROD and Joanne C. WAGNER, all of Philadelphia, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of March, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Gerald F. Haley

Secretary
Eric D. Barnes
State of Maryland
County of Baltimore

Vice President
Gerald F. Haley

On this 22nd day of March, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 30 day of June, 2004



Michael Bond

Michael Bond, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments	937,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

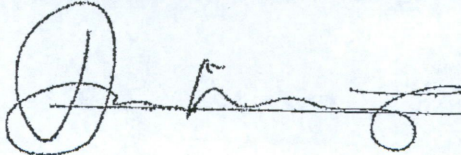
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.



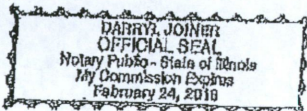
 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.



 Notary Public



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

Brady Wind II, 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 crossing spreadsheet

20 crossings--Note:C8 coordinated with Stark County whereas C13 is shared with Stark/Hettinger

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. Hettinger 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.

Page 1 of 3

HETTINGER COUNTY

ROAD CROSSING/RIGHT-OF-WAY ENCROACHMENT/PIPELINE/UTILITY PERMIT

*adapted from Stark County Application and Permit

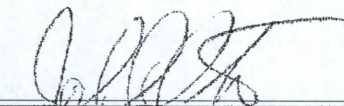
6. Applicant agrees to comply with all County road restrictions and load limit restrictions. Contact the County Road Superintendent for information.
7. Applicant shall promptly remove said facilities from county right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when 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 Hettinger County within 120 days of approval of permit or Hettinger 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 setback a minimum of 75 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.
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

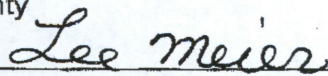
- facilities, if any;
2. Name and address of the contractor, including their ND contractor license number;
 3. Name of contractor bonding company and bond or insurance number;
 4. Copies of all easements or letters of consent obtained from adjacent private landowners;
 5. Proposed commencement date June 2016 and completion date December 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 Hettinger County. In addition, please indicate if the pipeline will extend beyond Hettinger County.
 8. This application shall be accompanied by a \$250.00 fee for pipelines and \$100.00 for crossing permits.

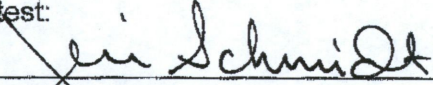
The Hettinger County Road Superintendent will review this application and will either approve it as submitted or require a public hearing before the Hettinger County Planning and Zoning Commission. Commission approval is only to the extent the County has legal rights to and does not affect obligations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

Applicant Signature  Title Vice President

Approved by the Road Superintendent, Hettinger County, Mott, North Dakota this

16th day of MAY, 2016

Hettinger County

 Hettinger County Road Superintendent

Attest:

 Hettinger County Auditor

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

Brady Wind II, 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 (2 crossings)

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.

Page 1 of 3

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.

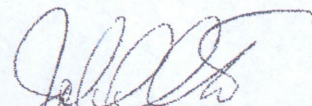
ADDITIONAL REQUIREMENTS: The following information must be included with the application before a permit will be approved and issued:

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 June 2016 and completion date December 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.

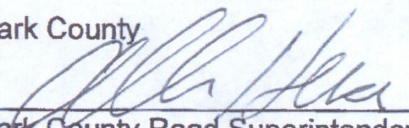
The Stark County Road Superintendent will review this application and will either approve it as submitted or require a public hearing before the Stark County Planning and Zoning Commission. Commission approval is only to the extent the County has legal rights to and does not affect obligations of the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

Applicant Signature  Title Vice President

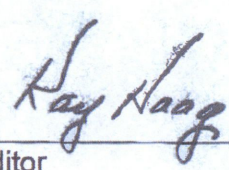
Approved by the Road Superintendent, Stark County, Dickinson, North Dakota this

 day of , 20

Stark County


Stark County Road Superintendent

Attest:


Stark County Auditor

CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (the "**Agreement**") is executed this 15th day of July, 2016, by and between Roughrider Electric Cooperative, Inc., a North Dakota corporation ("**REC**") and Brady Wind II, 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 Hettinger 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 II Wind Energy Center, a wind farm located in Hettinger 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 II, 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

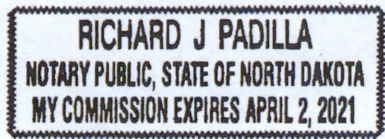
By: *Jason L. Bentz*
Name: Jason L. Bentz
Title: Manager of Operations

STATE OF NORTH DAKOTA)

COUNTY OF STARK)

On this 15 day of July, 2016, before me, the undersigned notary public, personally appeared Jason L. Bentz, as Manager of Operations (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.



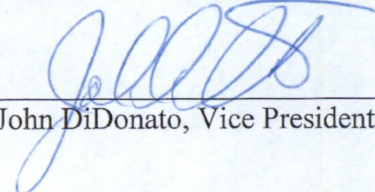
Richard J. Padilla
Notary Public
Richard J. Padilla
Notary Printed Name
My Commission Expires: 4/2/21

COUNTERPART SIGNATURE PAGE

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

Project Company:

Brady Wind II, LLC,
A Delaware limited liability company

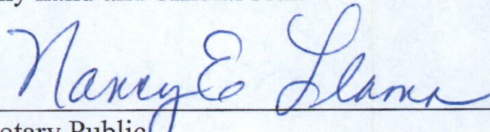
By: 
John DiDonato, Vice President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

On this 15th day of July, 2016, before me, the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind II, 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:

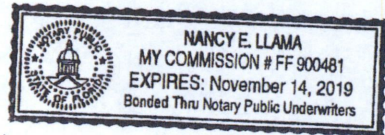


EXHIBIT A

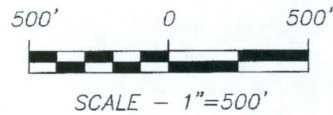
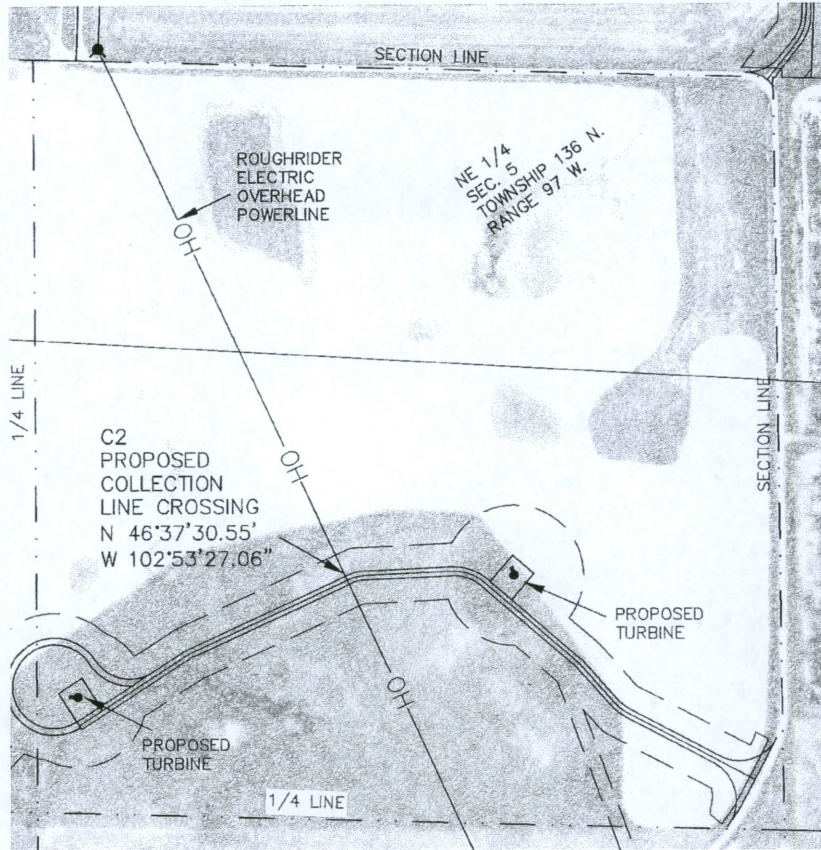
Description of REC Easements

Brady Wind II, LLC

Roughrider Electric Cooperative Collection and Road Crossing Locations

Crossing Number	Agreement Type	Landowner Name	Recording Info	Utility	Number of Lines	Company	Number of Circuits	Street Name or Location	Side of Street	Latitude of Crossing	Longitude of Crossing
C2	Collection			Overhead Line	1	Roughrider Electric	1	Between WTG 3 & 4		46 37 30.54854	-102 53 27.06021
C3	Collection			Overhead Line	1	Roughrider Electric	1	Between WTG 7 & 8		46 37 11.44030	-102 53 12.98232
C4	Collection			Overhead Line	1	Roughrider Electric	1	Between WTG 7 & 12		46 36 58.46291	-102 53 03.42308
R2	Access Road			Overhead Line	1	Roughrider Electric		Between WTG 3 & 4		46 37 30.31968	-102 53 26.89158
R6	Access Road			Overhead Line	1	Roughrider Electric		118TH AVE SW	E	46 36 56.55261	-102 53 02.01606
R10	Access Road			Overhead Line	1	Roughrider Electric		59TH ST SW	S	46 33 24.48391	-102 48 12.72289

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C2



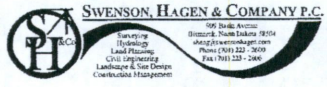
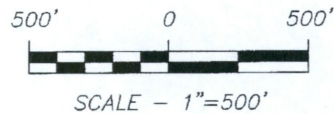
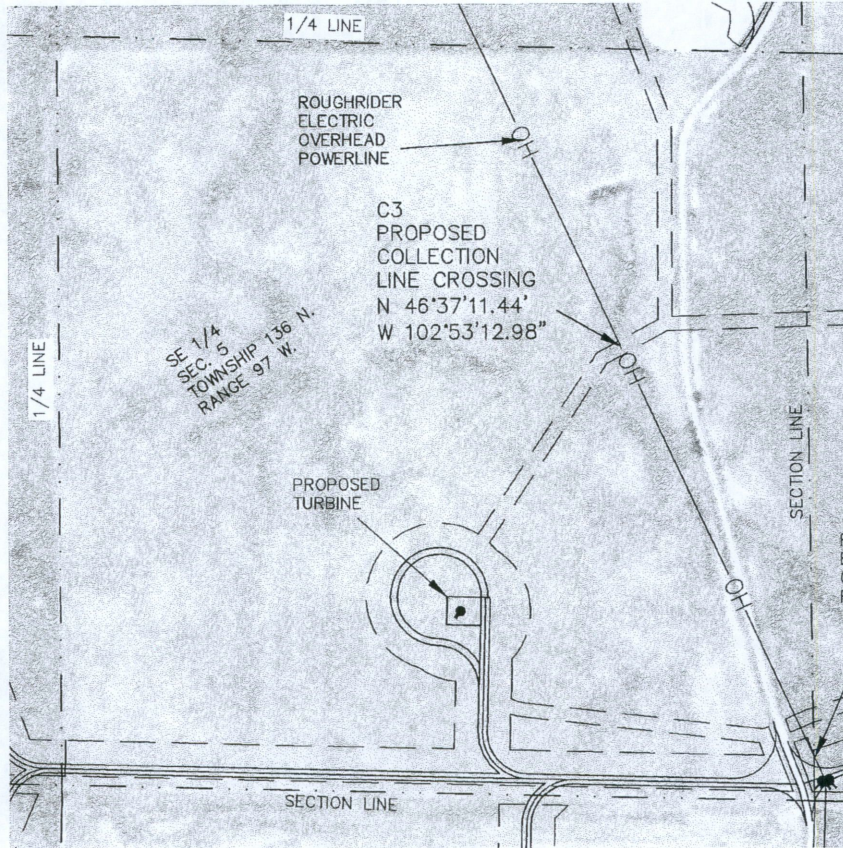
	Client: Nextera Energy Resources, LLC	 <p style="font-size: small; margin: 0;"> SWENSON, HAGEN & COMPANY P.C. Surveying Engineering Land Planning Planning & Design Civil Engineering Construction Management 509 South Avenue Sitka, Alaska 99584 907.526.4444 Fax 907.522.7609 Fax 907.522.7466 </p>	
	Date: 06/24/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C3




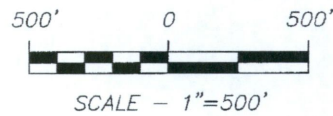
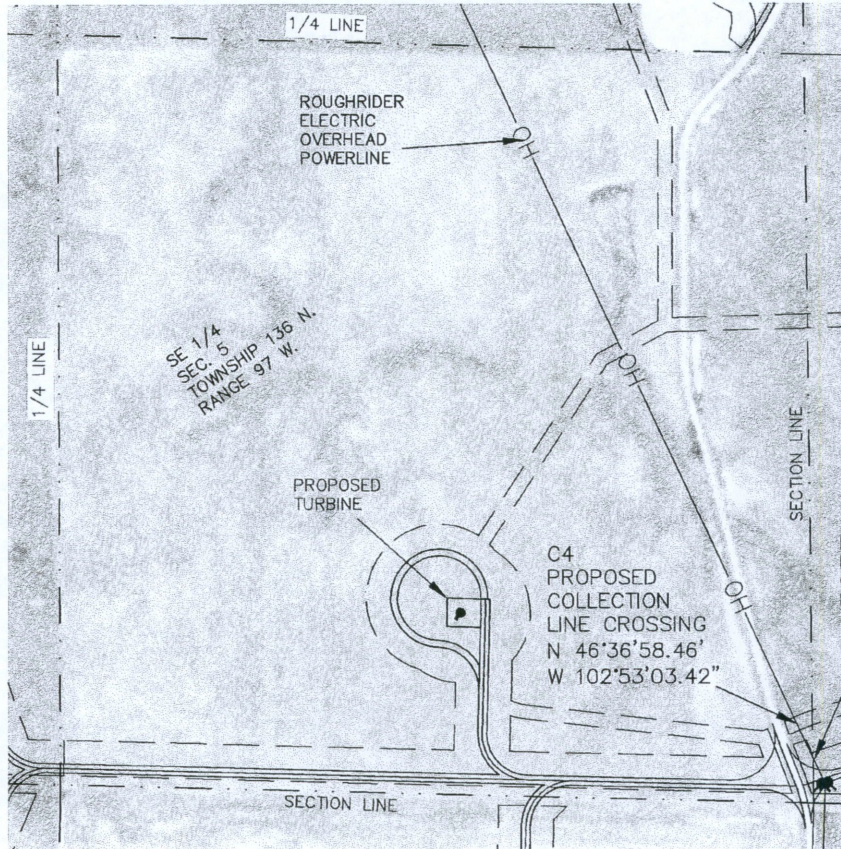
	Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small> Surveying Engineering Land Planning Civil Engineering Landscape & Site Design Construction Management </small>
	Date: 06/24/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number C4




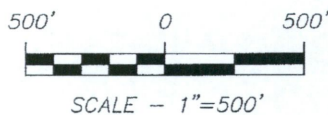
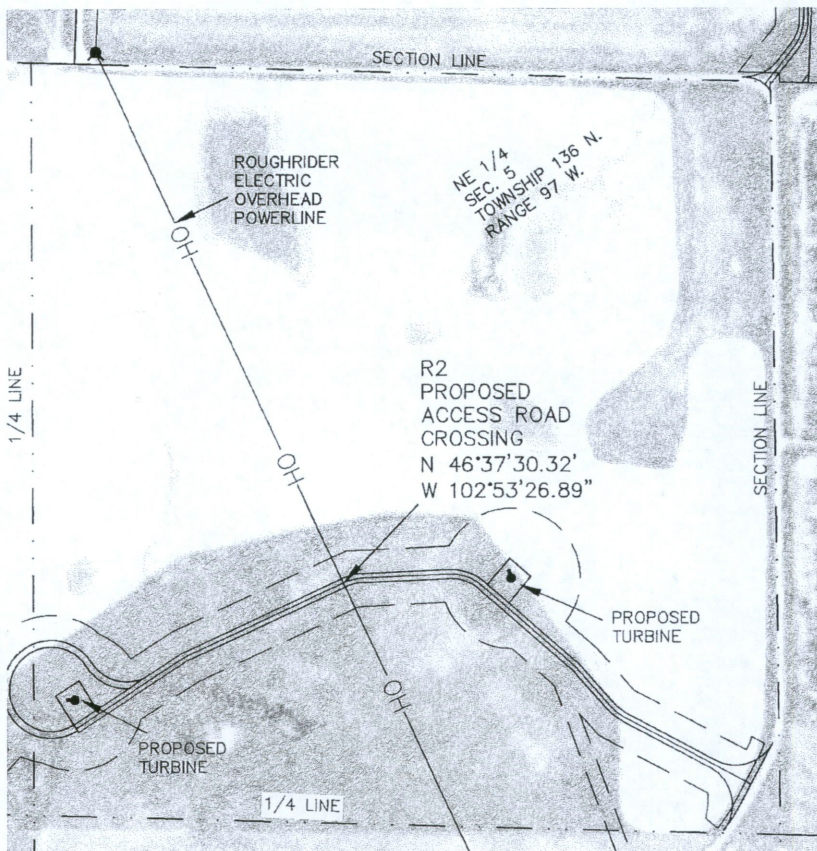
Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small> 900 Kuhn Avenue Madison, North Dakota 5804 Phone: (701) 222-2600 Fax: (701) 222-2606 www.swh.com Services: Surveying Land Engineering Civil Engineering Landscape & Site Design Construction Management </small>
Date: 06/24/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 5, Township 136 North, Range 97 West
 Crossing Number R2




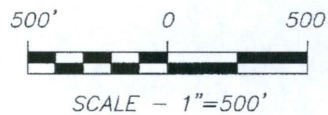
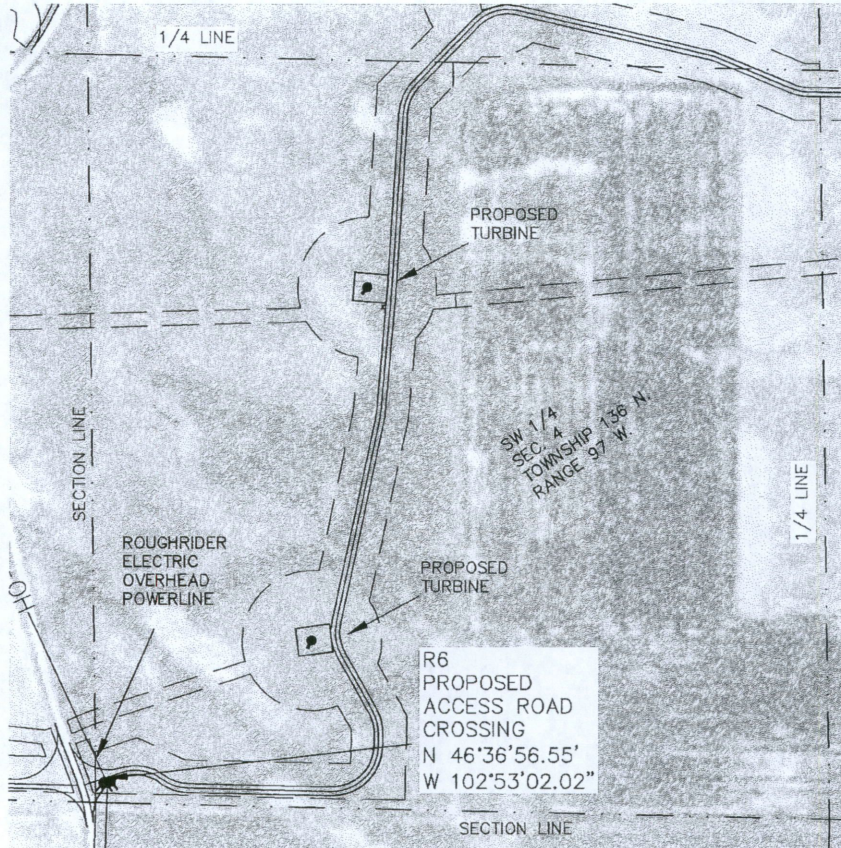
	Client: Nextera Energy Resources, LLC	 SWENSON, HAGEN & COMPANY P.C. <small> 100 North Avenue Portland, Oregon 97204 Phone (503) 227-2000 Fax (503) 227-2000 www.swh.com </small>	
	Date: 06/24/16		Project: Brady Wind II
	Drafted: LN		Scale: 1" = 500'
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 SW 1/4 Sec. 4, Township 136 North, Range 97 West
 Crossing Number R6




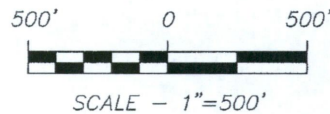
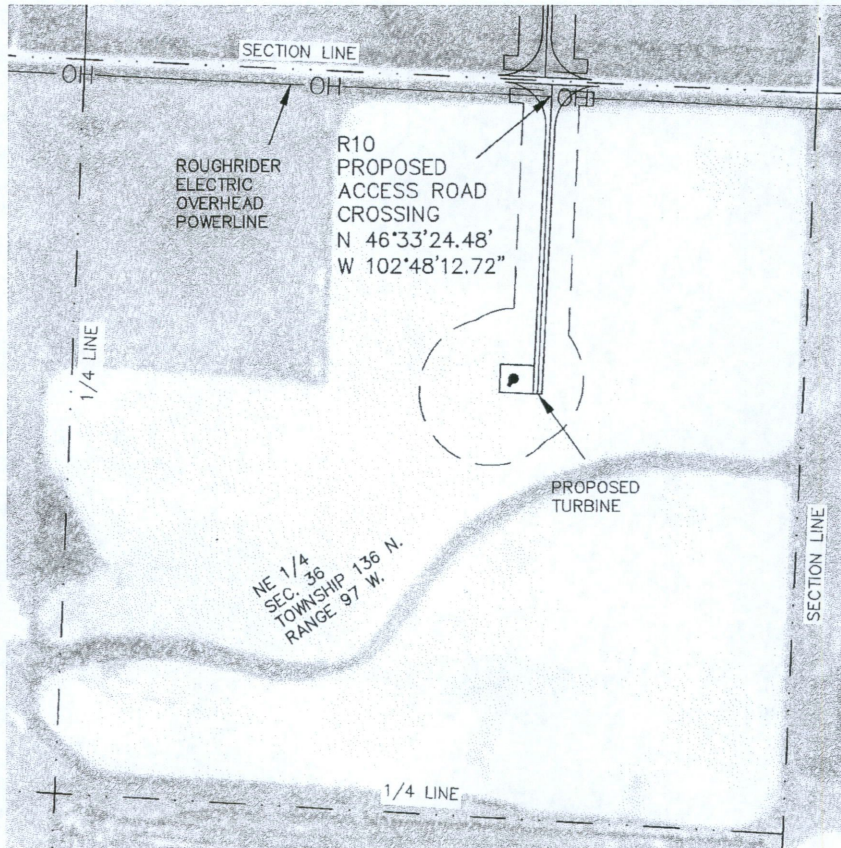

	Client: Nextera Energy Resources, LLC		 <p style="font-size: 8px;"> SWENSON, HAGEN & COMPANY P.C. 2000 North Dakota 185th Fargo, ND 58103 Phone: (701) 223-2500 Fax: (701) 223-2500 </p>
	Date: 06/24/16	Project: Brady Wind II	
	Drafted: LN	Scale: 1" = 500'	
	Checked: MS		

Exhibit B
Brady Wind II Crossing
 NE 1/4 Sec. 6, Township 136 North, Range 97 West
 Crossing Number R10



Client: Nextera Energy Resources, LLC		 SWENSON, HAGEN & COMPANY P.C. <small> 900 Brick Avenue Duluth, North Dakota 58804 Phone: (701) 221-2100 Fax: (701) 221-2108 www.shc.com Surveying Hydrology Land Planning Civil Engineering Landowner & Site Design Construction Management </small>
Date: 06/24/16	Project: Brady Wind II	
Drafted: LN	Scale: 1" = 500'	
Checked: MS		



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

Southwest Pipeline Crossing Permit No. 2016-136

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 T136 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. 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: 5-6-16

Location of project: _____ Range: _____ County: _____
Quarter: _____

Address: _____

Nearest Intersection: _____

Direction from and to: _____

Type of crossing:
Pipeline, Power Line, or Communication

Pipeline Information:
Pipeline Diameter: _____

Metallic or Non-metallic: _____

If metallic, will the pipeline be cathodically protected? _____

Product to be carried by the pipeline: _____

Power Line Information:
Power Line Voltage: _____

Communications Systems Information:
Fiber Optic or Cable type system: _____

Terms Accepted by: Brady Wind II, LLC

Printed Name: John DiDonato

Signature: [Signature]

Date: 4-28-14

Company: Brady Wind II, LLC

Title: Vice President

Phone: 561-691-7232

Email: _____

Proposed Project Owner (if different from Applicant)

Printed Name: _____

Signature: _____

Date: _____

Company: _____

Title: _____

Phone: _____

Email: _____

(for SWA office use)

Application reviewed by: Andrew Erickson Date: 5-6-16

Application accepted? Yes No Permit Number Assigned: 2016-136

If not accepted, provide explanation. If accepted, provide special terms or provisions.

"Brady Wind II SWWA Crossings list" for requested crossing details
Please Refer to



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

Southwest Pipeline Crossing Permit No. 2016-137

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 T136 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: 5-6-16

Location of project
Quarter: _____

Range: _____ County: _____

Address: _____

Nearest Intersecting Road: _____

Direction from and to: _____

Type of crossing:

Pipeline, Power Line, or Communication Line

Pipeline Information:

Pipeline Diameter: _____

Metallic or Non-metallic: _____

If metallic, will the pipeline be cathodically protected?

Product to be carried by the pipeline: _____

Power Line Information:

Power Line Voltage: _____

Communications Systems Information:

Fiber Optic or Cable type system: _____

Terms Accepted by: Brady Wind II, LLC

Proposed Project Owner (if different from Applicant)

Printed Name: John DiDonato

Printed Name: _____

Signature: [Signature]

Signature: _____

Date: 4-28-14

Date: _____

Company: Brady Wind II, LLC

Company: _____

Title: Vice President

Title: _____

Phone: 561-691-7232

Phone: _____

Email: _____

Email: _____

(for SWA office use)

Application reviewed by: Andrew Eichen Date: 5-6-16

Application accepted? Yes No Permit Number Assigned: 2016-137

If not accepted, provide explanation. If accepted, provide special terms or provisions.

"Brady Wind II SWWA Crossings list" for requested crossing details
Please Refer to