

SETBACK WAIVER

THIS SETBACK WAIVER ("**Agreement**") is granted this ____ day of _____, 2018 ("**Effective Date**") by Dennis Weigel and Jacqueline Weigel, husband and wife; and Tyler Weigel, a single man whose address for notices is 2411 70th Street SE, Kintyre, ND 58549 ("**Grantor**") and Emmons-Logan Wind, LLC, a Delaware limited liability company, its successors and assigns, whose address for notices is: 700 Universe Blvd, Attn: Land Services, Juno Beach, FL 33408 ("**Grantee**").

Grantor owns property in Logan County, North Dakota, and or the residence located thereon, described on the attached **Exhibit A** and incorporated by reference ("**Property**"). Grantee has rights to land in the vicinity of the Property for the construction, operation and maintenance of electric transmission facilities. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby waives any and all benefits of North Dakota Century Code Section 49-22-05.1 and North Dakota Administrative Code Section 69-06-08-02, and all amendments thereto or replacements thereof, which provide that electric transmission facilities, as defined in North Dakota Century Code Ch. 49-22, located within 500 feet of a residence must be designated as an avoidance area; and agrees that such facilities may be constructed at the location as depicted on a map provided to Grantor, which facilities are less than 500 feet from Grantor's rural residence. The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect with respect to all and each part of the Property until all electric transmission facilities are removed from the vicinity of the Property. Grantor represents that Grantor is the owner of the rural residence within the meaning of North Dakota Century Code Section 49-22-05.1 and North Dakota Administrative Code Section 69-06-08-02, and that the further consent of any third parties is not required. Grantor further acknowledges that the waiver given hereby is a covenant running with the Property and applies to succeeding and subsequent owners of the Property described herein, and is intended for the benefit of Emmons-Logan Wind, LLC and its successors and assigns. Grantor consents to Grantee recording this Agreement in the Office of the Logan County Recorder to provide notice of this Agreement to succeeding and subsequent owners of the Property. This Agreement may be executed by the parties hereto in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

EXHIBIT A

Legal Description of Property

Southwest Quarter of Section 19, Township 134, Range 73, Logan County, North Dakota.

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