R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 5U

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145344 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hazel TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 2,880' North and 525' east of intersection of 116th Ave & 78th Street.

Township 159N Range 97W Quarter NW4 Sec 35

Tunneling (Y/N)No Boring (Y/N) Yes Depth 48"

Type of Structure 34.5KV underground MV circuit with communication cable

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company

uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

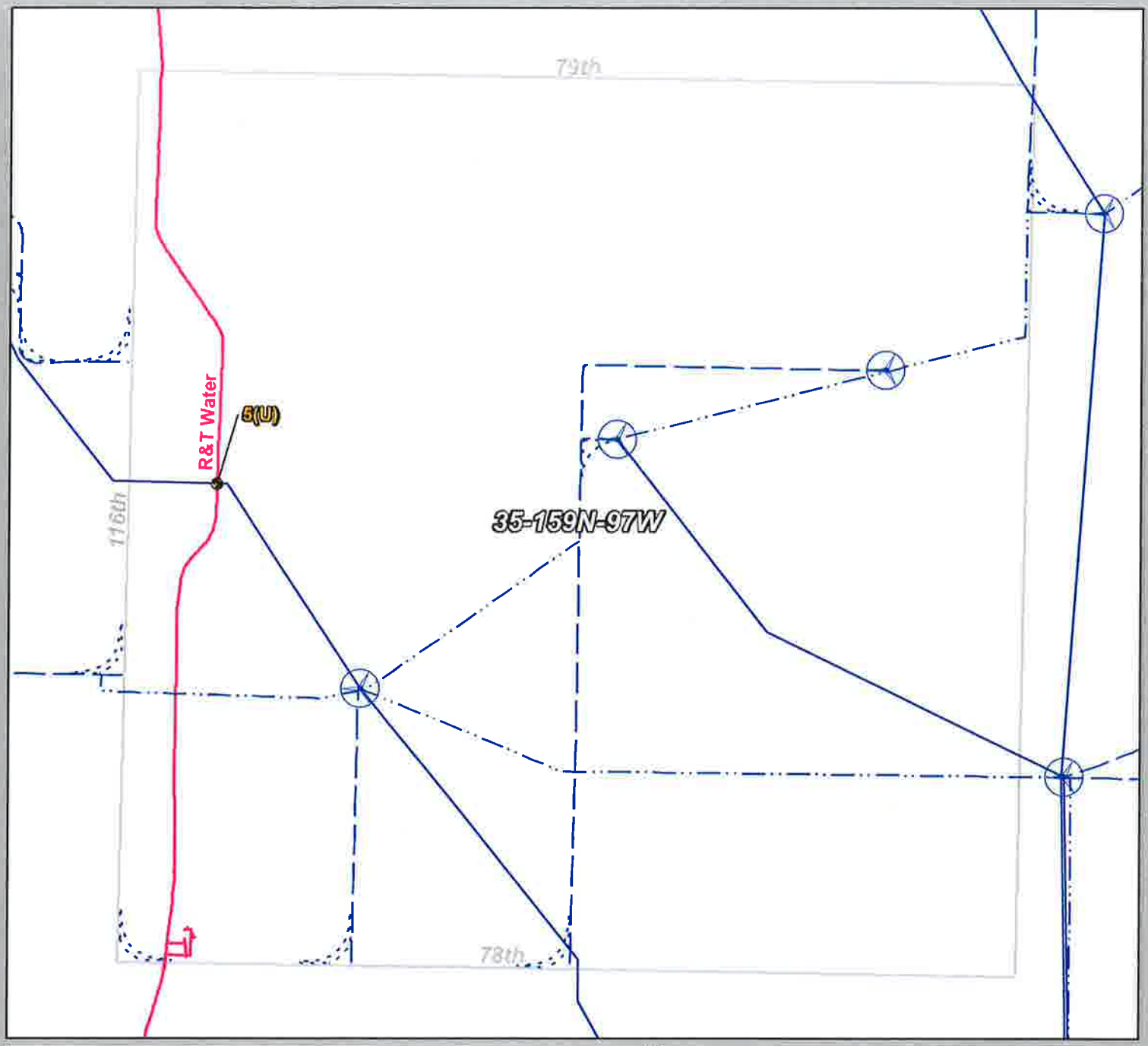
1. Lease 037

   Unrecorded Wind Energy Lease and Easement by and between Gary Stefonowicz and Holly Stefonowicz, husband and wife, Maxine Surdahl and Delano Surdahl, wife and husband, Robert Stefonowicz and Ruth Stefonowicz, husband and wife, Diana Vance and Chris Vance, wife and husband, and Todd Stefonowicz and Patricia Stefonowicz, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded September 15, 2017, as Document No. 839843, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 1:

   NW¼ of Section 35, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 26-159-97-00-35-020



Crossings

- Underground Circuits (U)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

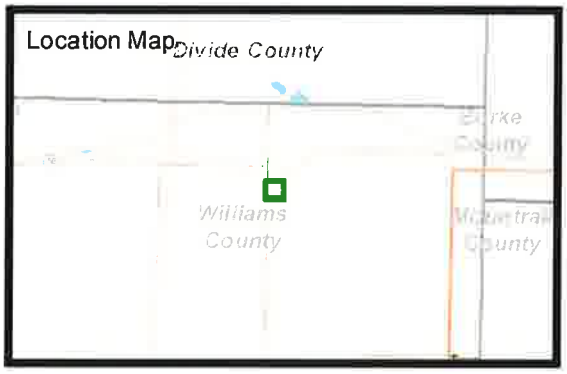
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 5U



N

0 500 1,000 2,000 Feet

Sharon Pietras

From:	nd@occinc.com
Sent:	Tuesday, October 09, 2018 1:43 PM
To:	Shannon Klundt
Subject:	Ticket: 18145344

NORTH DAKOTA ONE CALL

You can check that the ticket information and mapping location are correct, and that no work will take place outside the area indicated on the map, by clicking on the TicketLINK. Should any changes be needed, you can use the 'Update' or 'Correct' Ticket functions on ITIC.

The map is ONLY used to determine which facility operators may have facilities in your dig area. The Utilities do NOT receive a copy of this map. The precise excavation area and scope of work MUST be described in the extent of work field on the ticket.

The TicketLINK may also be used to view utility status, request a 'Relocate' or 'Cancel' a request. If you have any questions, call 563-884-7762.

Ticket Summary

NOTICE OF INTENT TO SURVEY		**SURVEY**			
Request #:	18145344				
Original Call Date:	10/09/18	**Time:**	1:43 PM CT	**Type:**	WEB
Work to Begin Date :	10/17/18	**Time:**	12:01 AM CT		

Work Information

Location: County:	WILLIAMS	**City:**	HAZEL TWP	**City Limits:**	N
Address / Street:	0 115				
Near Intersection:	79				
CallerTwp:	159N	**Rng:**	97W	**Sect-Qtr:**	35
Map Twp:	159N	**Rng:**	97W	**Sect-Qtr:**	35

Excavation Type:	**Depth:**	3FT	**Explosives:**	N	**Tunneling/Boring:** N
White Lining:	MAP				
Type of Work:	PROPOSED WIND FARM BASE MAPPING				

Extent of Work:

MARK ENTIRE SECTION 35

Remarks:

RECEIVING ELECTRONIC DATA

Caller Information

Company:	WESTWOOD PROFESSIONAL SERVICES	**Call Back:**	
Address:	3701 12TH ST N; ST CLOUD, MN 56303		
Contact Email:	SHANNON.KLUNDT@WESTWOODPS.COM		
Work For:	TRADEWIND ENERGY		
Contact Name:	SHANNON KLUNDT	**Phone:**	320-253-9495
Type:	CONTRACTOR	**Fax:**	320-253-8737
Alt. Contact:	MIKE KERN	**Phone:**	320-229-2309

Surveyor Information

Surveyor:	SHANNON KLUNDT	**Phone:**	320-229-2307
Company:	WESTWOOD PROFESSIONAL SERVICES		
Address:	3701 12TH STREET NORTH ; ST. CLOUD, MN 56303		

Members Notified

Code	COMPANY NAME	Phone
CNT05	CONTINENTAL RESOUR	(701)641-1323
KMHLND1	KINDER MORGAN/HILA	(701)580-7683
MOUNT01	MOUNTRAIL/WILLIAMS	(701)577-3765
NWCOMM01	NORTHWEST COMMUNIC	(701)568-3331
RTWATR01	R&T WATER SUPPLY C	(701)641-0412
VPU01	VANTAGE PIPELINE U	(403)231-7461
WAWSA01	WESTERN AREA WATER	(701)774-6605
WMSRW01	WILLIAMS RURAL WAT	(701)774-8915

Location Information

Number of Survey Locations: 1

Below are the farthest NW and SE coordinates of the Survey Polygon(s). Please use "Link to Tkt" to access all points.

Poly 1: NW Lat:	48.5609860	**Lon:**	-103.1899150	**SE Lat:**	48.5464280	**Lon:**	-103.1679580

Excavator Responsibilities

* If there are any private underground facility operators in the excavation area, you should notify them directly.
* Per North Dakota Century Code, it is the responsibility of the ticket holder to remove all tangible marking material (ex - pin flags) upon completion of the excavation. Failure to comply is subject to penalties and fines up to $25,000.

R&T Water Supply Commerce Authority
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Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 17U

CROSSING PERMIT

(Please Type or Print Clearly)

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One Call Ticket No. 18145383 One Call Info Attached (Y/N) Y

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Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,750' North and 100' east of intersection of 116th Ave & 76th Street.

Township 158N Range 97W Quarter SW4 Sec 11

Tunneling (Y/N)No Boring (Y/N) Yes Depth 48"

Type of Structure 34.5KV underground MV circuit with communication cable

Work Being Done Wind Energy Project

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[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

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R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

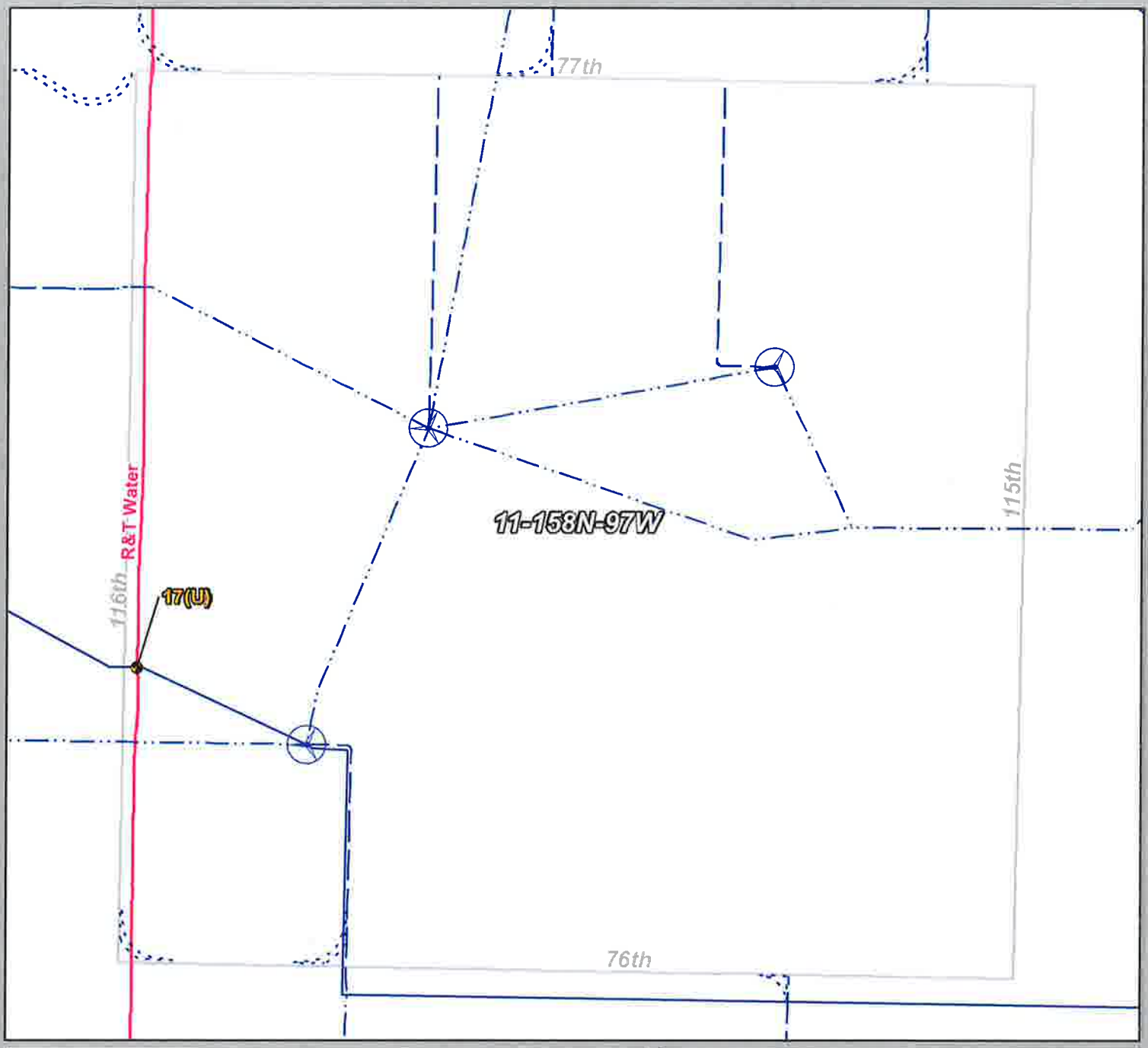
1. Lease 004

Unrecorded Wind Energy Lease and Easement by and between Mary Ann Ouradnik and Gary Ouradnik, wife and husband, Naomi Schachtschneider and Curt Schachtschneider, wife and husband, and Sandra Aamoth and Wayne Aamoth, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated February 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated February 1, 2017, recorded January 25, 2017, as Document No. 830386, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 003:

W½NW¼, SW¼ of Section 11, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 25-158-97-00-11-040, 25-158-97-00-11-050



Crossings

- Underground Circuits (U)

Aurora Array & Design (Including Alternates)

A054R1 300MW

- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

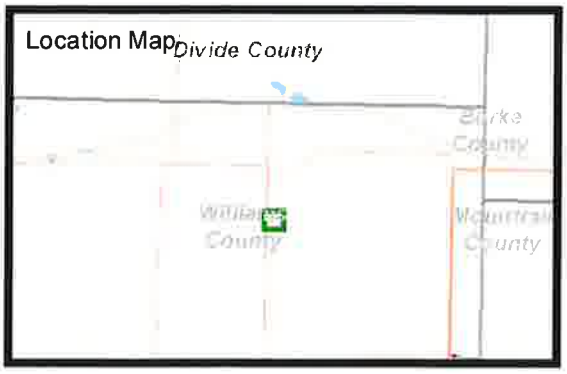
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 17U



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145383

Ticket Number: **18145383**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Not Complete/In Progress: Locator has spoken with the excavator and made arrangements. refer to nwcomm01
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 23U

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145395 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 2,500' South and 100' east of intersection of 116th Ave & 76th Street.

Township 158N Range 97W Quarter NW4 Sec 14

Tunneling (Y/N)No Boring (Y/N) Yes Depth 48"

Type of Structure 34.5KV underground MV circuit with communication cable

Work Being Done Wind Energy Project

_____

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

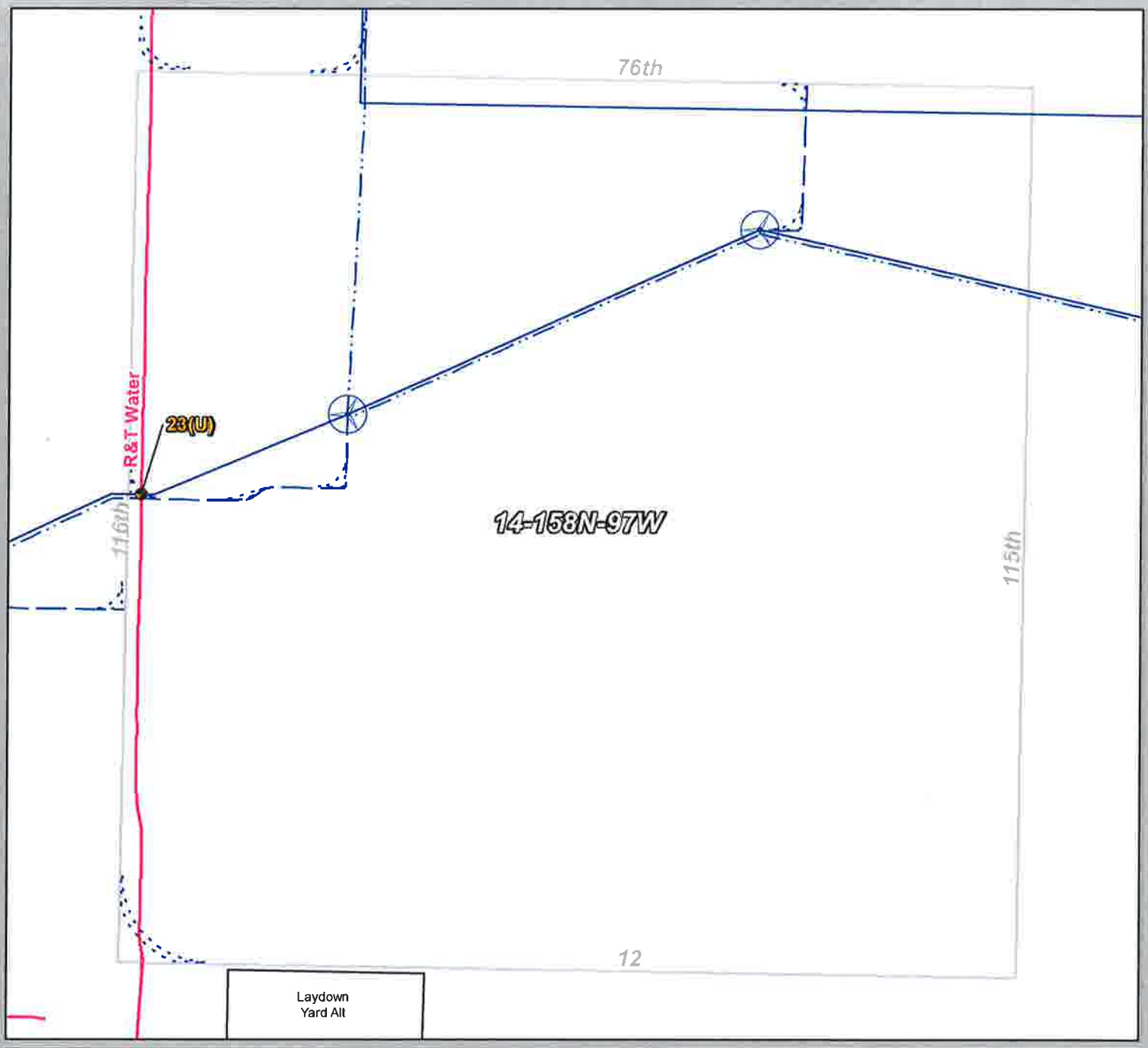
1. Lease 043

Unrecorded Wind Energy Lease and Easement by and between S & C Farms, LLLP, a North Dakota limited liability partnership, and Aurora Wind Project, LLC, a Delaware limited liability company, dated December 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated December 1, 2017, recorded November 13, 2017, as Document No. 841901, as amended by that certain First Amendment to Wind Energy Lease and Easement Agreement dated June 1, 2018, as evidenced by that certain Amended and Restated Memorandum of Wind Energy Lease and Easement, dated June 1, 2018, recorded May 11, 2018 as Document No. 847792, all in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 004:

NW¼ of Section 14, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel No.: 25-158-97-00-14-020



Crossings

- Underground Circuits (U)

Facilities

- Utility Line

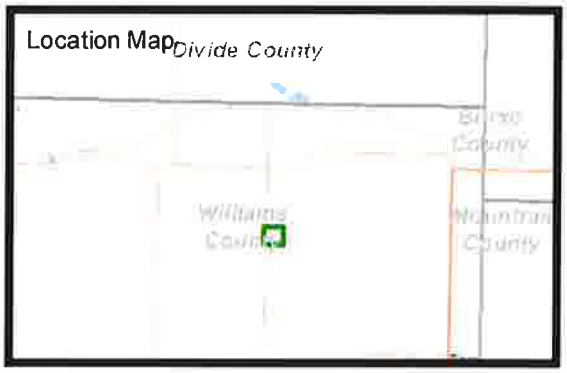
Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line
- Project Facility

Exhibit C

Crossing 23U

Date: 7/31/2019



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145395

Ticket Number: **18145395**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 63P

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145396 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 520' East of intersection of 116th Ave & 74th St.

Township 158N Range 97W Quarter SW4 Sec 23/NW4 Sec26

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route; New Project Access Drive and temporary entrance work

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/2019

By Conor Brauch, Authorized Representative Phone No. 913 888 9463

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Lease 020

Unrecorded Wind Energy Lease and Easement by and between T. Harlan Brekke and Linda L. Brekke, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded May 30, 2017, as Document No. 835967, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 001:

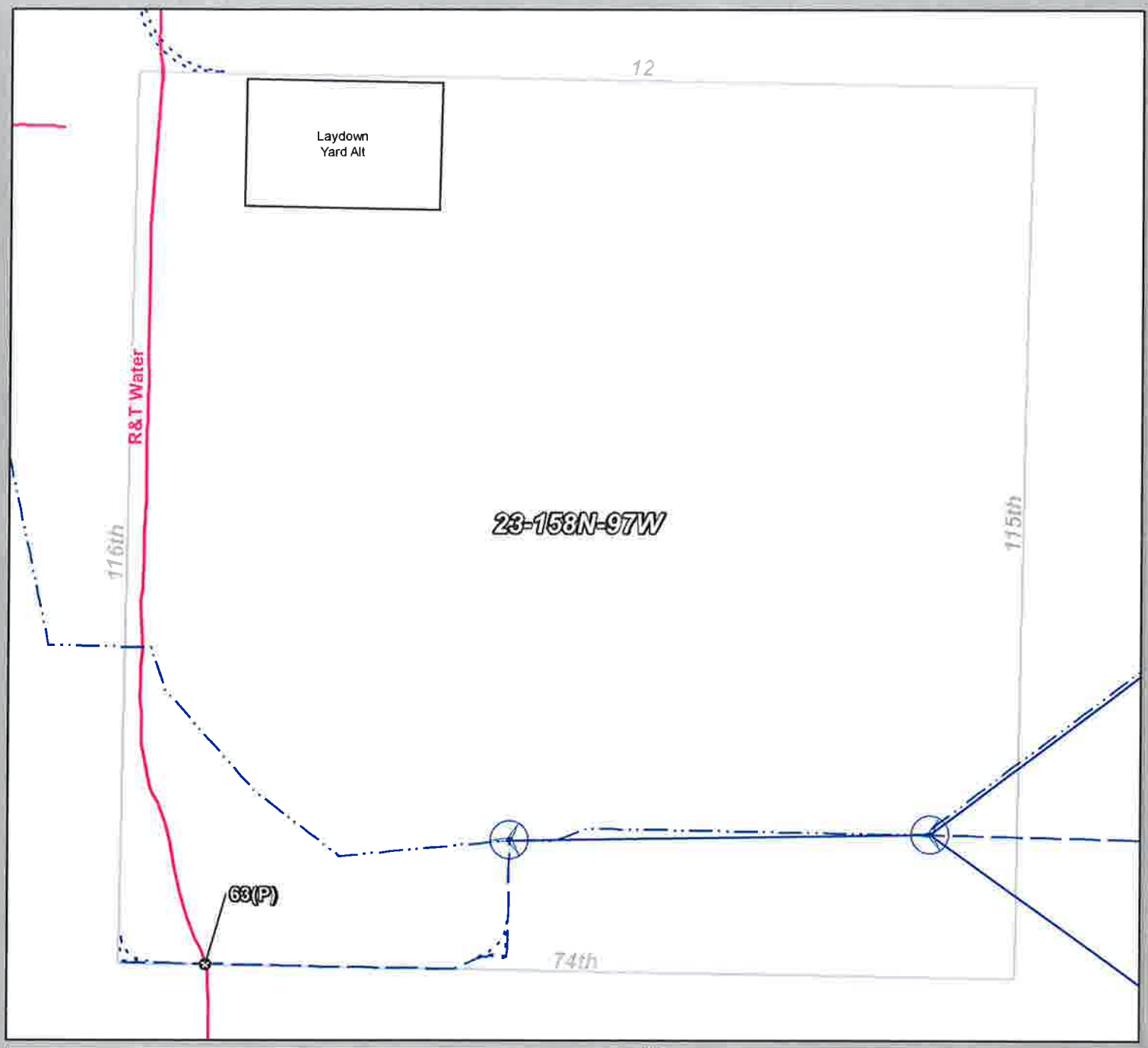
Southwest Quarter (SW¼) of Section 23, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel No.: 25-158-97-00-23-030

Tract 002:

Northwest Quarter (NW¼) of Section 26, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota, less a parcel of land located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 26, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section 26; thence east along the north line of said Northwest Quarter of the Northwest Quarter (NW¼NW¼) a distance of 442 feet to a point; thence at a right angle to the right and south parallel with the west line of said Section 26, a distance of 336 feet to a point; thence at a right angle to the right and west parallel with the north line of said Northwest Quarter of the Northwest Quarter (NW¼NW¼) a distance of 442 feet to a point on the west section line of said Section 26; thence at a right angle to the right and north along the west line of said Section 26, a distance of 336 feet to the point of beginning, containing 3.41 acres more or less.

Parcel No.: 25-158-97-00-26-020



Crossings

- Turbine Access Road (P)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line
- Project Facility

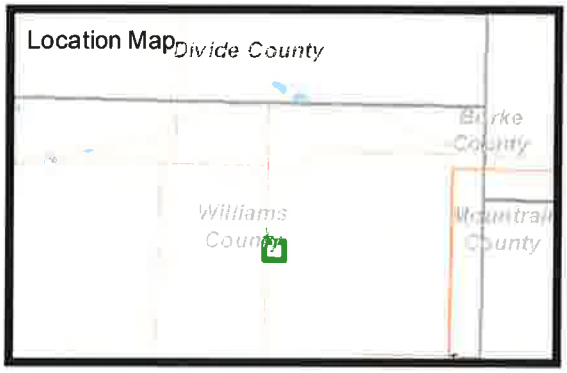
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 63P



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Friday, October 12, 2018 8:34 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145396

Ticket Number: **18145396**
Location: 115 NEW HOME TWP, ND

As of **10/12/18 8:33 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 95T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145383 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 3,975' South and 90' east of intersection of 116th Ave & 77th St.

Township 158N Range 97W Quarter SW4 Sec 11

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    1. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    2. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    3. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

4. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

5. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

6. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

7. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

8. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By _____ Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

_____

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

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EXHIBIT B

Location of Crossing

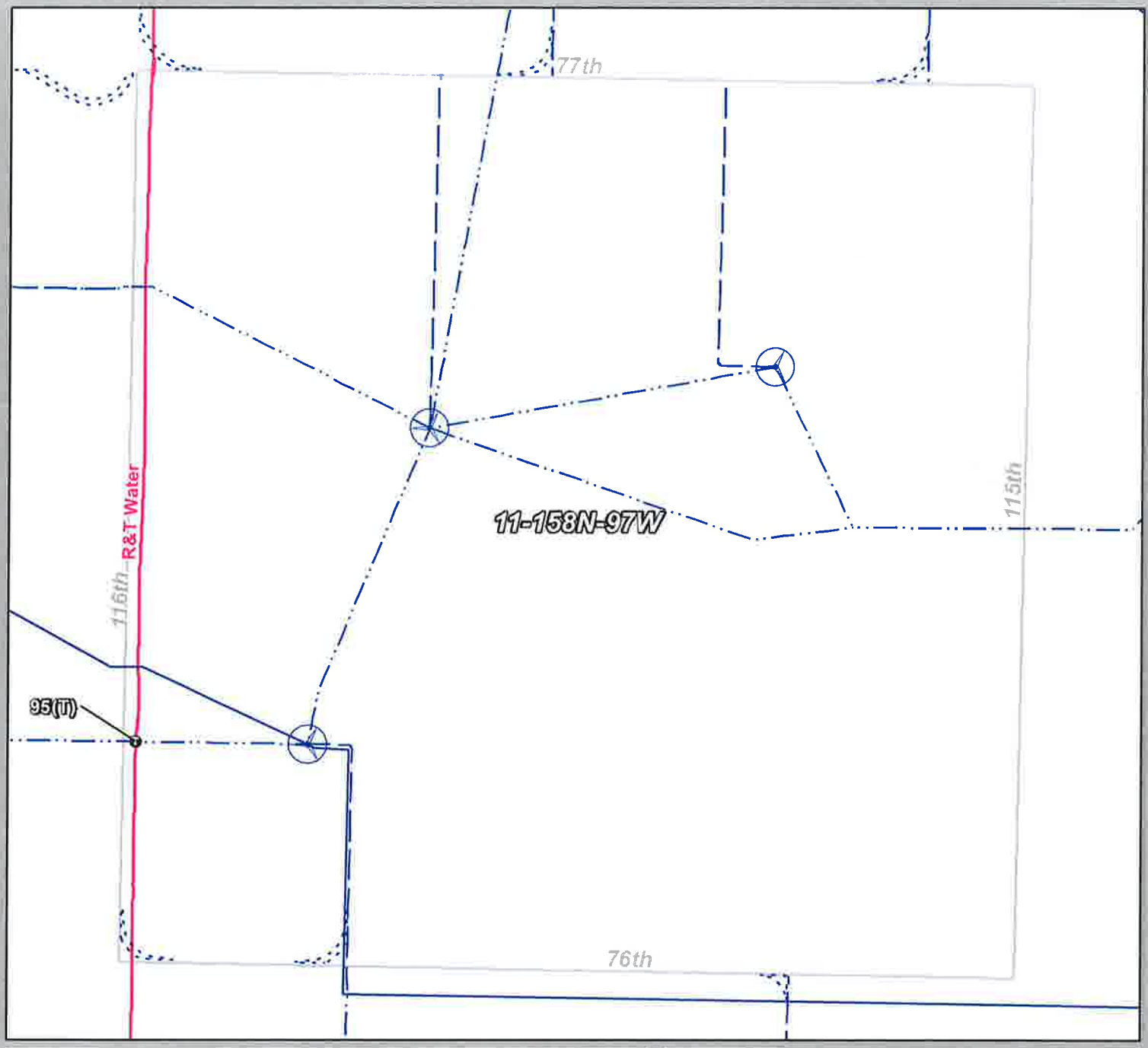
1. Lease 004

Unrecorded Wind Energy Lease and Easement by and between Mary Ann Ouradnik and Gary Ouradnik, wife and husband, Naomi Schachtschneider and Curt Schachtschneider, wife and husband, and Sandra Aamoth and Wayne Aamoth, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated February 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated February 1, 2017, recorded January 25, 2017, as Document No. 830386, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 003:

W½NW¼, SW¼ of Section 11, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 25-158-97-00-11-040, 25-158-97-00-11-050



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

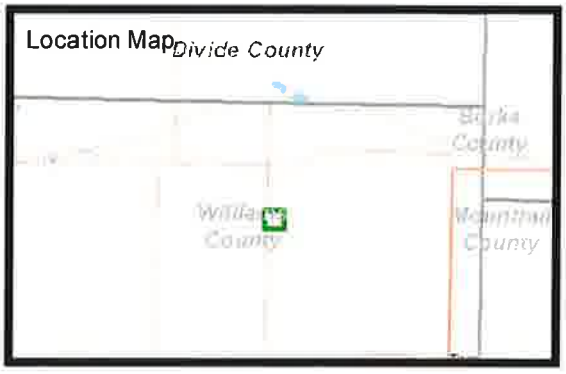
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 95T



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145383

Ticket Number: **18145383**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Not Complete/In Progress: Locator has spoken with the excavator and made arrangements. refer to nwcomm01
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on **www.managetickets.com**.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 105T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145331 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hazel TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 2,895' south and 105' east of intersection of 116th Ave & SH 50.

Township 159N Range 97W Quarter SW4 Sec 26

Tunneling (Y/N)No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

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AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/2019

By Conor Brauch Phone No. 913 888 9463

Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B
Location of Crossing

1. Lease 010

Unrecorded Wind Energy Lease and Easement by and between Curtis G. Christopherson (a/k/a Curtis Christopherson) and Peggy J. Christopherson, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated March 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated March 15, 2017, recorded March 31, 2017, as Document No. 832428, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 002:

The Southwest Quarter (SW¼) of Section Twenty-six (26), Township One Hundred Fifty-nine (159), Range Ninety-seven (97), West of the 5th P.M., Williams County, North Dakota.

Parcel No.: 26-159-97-00-26-040

Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 110T

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Friday, October 12, 2018 8:40 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145331

Ticket Number: **18145331**
Location: 115 HAZEL TWP, ND

As of **10/12/18 8:40 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
KINDER MORGAN/HILAND	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 113T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145344 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hazel TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,645' North and 320' east of intersection of 116th Ave & 78th Street.

Township 159N Range 97W Quarter SW4 Sec 35

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

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and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

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h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

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6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

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9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/2019

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

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10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Lease 080

   Unrecorded Wind Energy Lease and Easement by and between Lynden Magnuson (a/k/a Lynden Alan Magnuson a/k/a Lynden A. Magnuson) and Karla K. Magnuson, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 15, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated May 15, 2018, recorded April 20, 2018, as Document No. 847027, in the County of Williams, in the State of North Dakota, as to the following real estate and property:.

   Tract 009:

   SW¼ of Section 35, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota. LESS AND EXCEPT Sublot 1, lying in the SW1/4 of the SW1/4 of Section 35, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 26-159-97-00-35-010

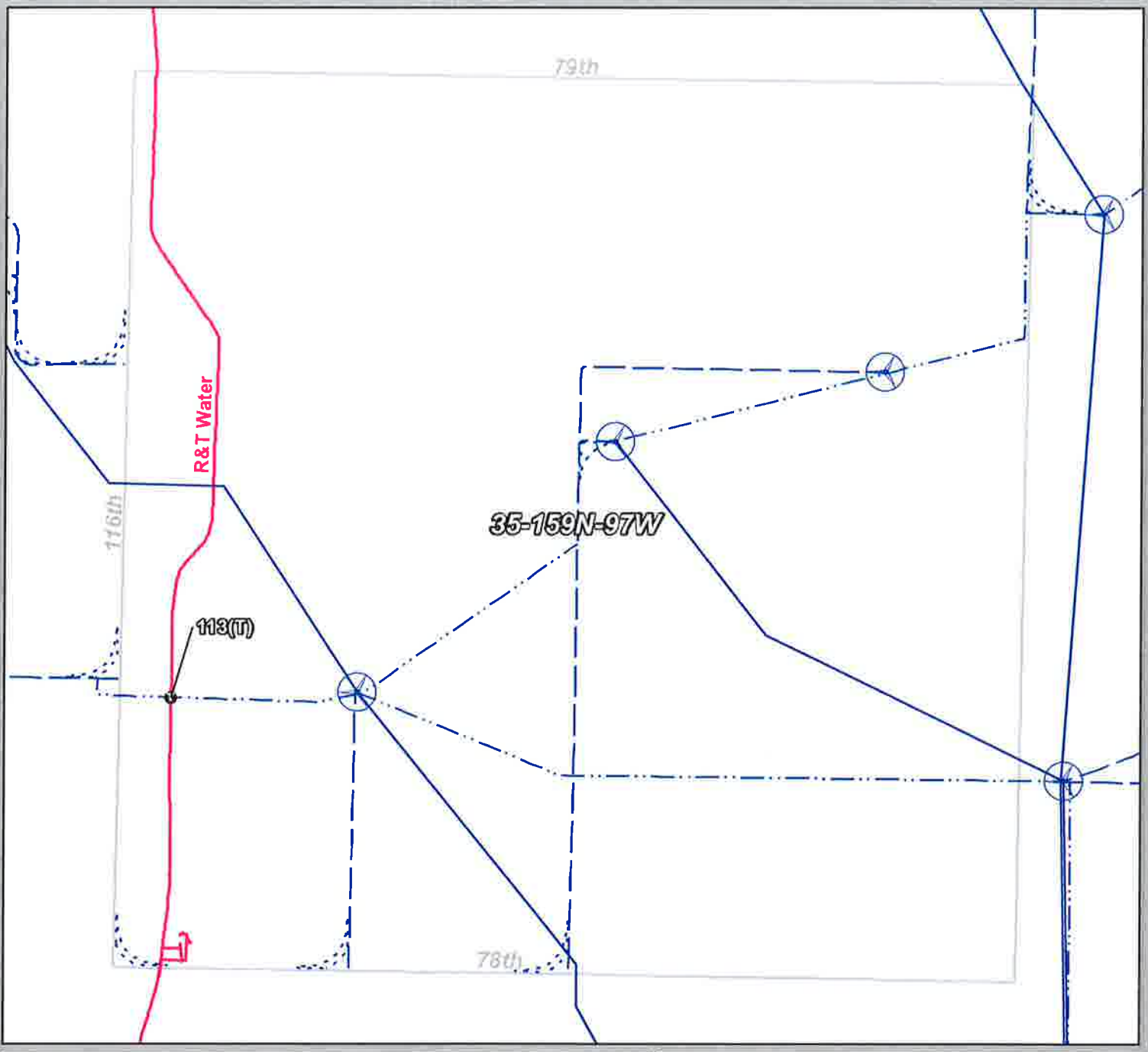
2. Easement 019

   Unrecorded Temporary Construction Easement Agreement by and between Western Area Water Supply Authority, a political subdivision of the State of North Dakota, and Aurora Wind Project, LLC, a Delaware limited liability company, dated April 29, 2019, as evidenced by that certain Memorandum of Temporary Construction Easement Agreement dated April 29, 2019, recorded May 14, 2019, as Document No. 860953, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 000:

   Sublot 1, lying in the SW 1/4 of the SW 1/4 of Section 35 Township 159 North, Range 97 West of the Fifth Principal Meridian, Williams County, North Dakota, also described as follows: Beginning at the Southwest Corner of Said Section 35; thence North 02 degrees 08 minutes 13 seconds East along the west line of said Section 35 distance of 260.00 feet, thence South 88 degrees 06 minutes 32 seconds East along a line parallel to the south line of said Section 35 a distance of 502.00 feet; thence South 02 degrees 08 minutes 13 seconds West parallel to the west line of said Section 35 a distance of 260.00 feet to the south line of said Section 35; thence North 88 degrees 06 minutes 32 seconds West along the south line of said Section 35 a distance of 502.00 feet to the Point of Beginning. Said Tract shall be know as Sublot 1, lying in the SW 1/4 of the SW 1/4 of Section 35, Township 159 North, Range 97 West of the Fifth Principal Meridian, Hazel Township, Williams County, North Dakota.

   Parcel No.: 26-159-97-00-35-015



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

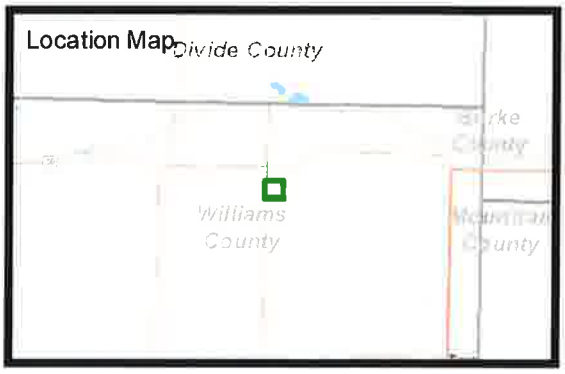
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 113T



N

0 500 1,000 2,000 Feet

Sharon Pietras

From:	nd@occinc.com
Sent:	Tuesday, October 09, 2018 1:43 PM
To:	Shannon Klundt
Subject:	Ticket: 18145344

NORTH DAKOTA ONE CALL

You can check that the ticket information and mapping location are correct, and that no work will take place outside the area indicated on the map, by clicking on the TicketLINK. Should any changes be needed, you can use the 'Update' or 'Correct' Ticket functions on ITIC.

The map is ONLY used to determine which facility operators may have facilities in your dig area. The Utilities do NOT receive a copy of this map. The precise excavation area and scope of work MUST be described in the extent of work field on the ticket.

The TicketLINK may also be used to view utility status, request a 'Relocate' or 'Cancel' a request. If you have any questions, call 563-884-7762.

Ticket Summary

NOTICE OF INTENT TO SURVEY		**SURVEY**			
Request #:	18145344				
Original Call Date:	10/09/18	**Time:**	1:43 PM CT	**Type:**	WEB
Work to Begin Date :	10/17/18	**Time:**	12:01 AM CT		

Work Information

Location: County:	WILLIAMS	**City:**	HAZEL TWP	**City Limits:**	N
Address / Street:	0 115				
Near Intersection:	79				
CallerTwp:	159N	**Rng:**	97W	**Sect-Qtr:**	35
Map Twp:	159N	**Rng:**	97W	**Sect-Qtr:**	35

Excavation Type:	**Depth:**	3FT	**Explosives:**	N	**Tunneling/Boring:** N
White Lining:	MAP				
Type of Work:	PROPOSED WIND FARM BASE MAPPING				

Extent of Work:

MARK ENTIRE SECTION 35

Remarks:

RECEIVING ELECTRONIC DATA

Caller Information

Company:	WESTWOOD PROFESSIONAL SERVICES	**Call Back:**	
Address:	3701 12TH ST N; ST CLOUD, MN 56303		
Contact Email:	SHANNON.KLUNDT@WESTWOODPS.COM		
Work For:	TRADEWIND ENERGY		
Contact Name:	SHANNON KLUNDT	**Phone:**	320-253-9495
Type:	CONTRACTOR	**Fax:**	320-253-8737
Alt. Contact:	MIKE KERN	**Phone:**	320-229-2309

Surveyor Information

Surveyor:	SHANNON KLUNDT	**Phone:**	320-229-2307
Company:	WESTWOOD PROFESSIONAL SERVICES		
Address:	3701 12TH STREET NORTH ; ST. CLOUD, MN 56303		

Members Notified

Code	COMPANY NAME	Phone
CNT05	CONTINENTAL RESOUR	(701)641-1323
KMHLND1	KINDER MORGAN/HILA	(701)580-7683
MOUNT01	MOUNTRAIL/WILLIAMS	(701)577-3765
NWCOMM01	NORTHWEST COMMUNIC	(701)568-3331
RTWATR01	R&T WATER SUPPLY C	(701)641-0412
VPU01	VANTAGE PIPELINE U	(403)231-7461
WAWSA01	WESTERN AREA WATER	(701)774-6605
WMSRW01	WILLIAMS RURAL WAT	(701)774-8915

Location Information

Number of Survey Locations: 1

Below are the farthest NW and SE coordinates of the Survey Polygon(s). Please use "Link to Tkt" to access all points.

Poly 1: NW Lat:	48.5609860	**Lon:**	-103.1899150	**SE Lat:**	48.5464280	**Lon:**	-103.1679580

Excavator Responsibilities

* If there are any private underground facility operators in the excavation area, you should notify them directly.
* Per North Dakota Century Code, it is the responsibility of the ticket holder to remove all tangible marking material (ex - pin flags) upon completion of the excavation. Failure to comply is subject to penalties and fines up to $25,000.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 118T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145460 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town South Meadow TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 550' North and 125' East of intersection of 114th Ave & 73rd St.

Township 158N Range 96W Quarter SW4 Sec 30

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

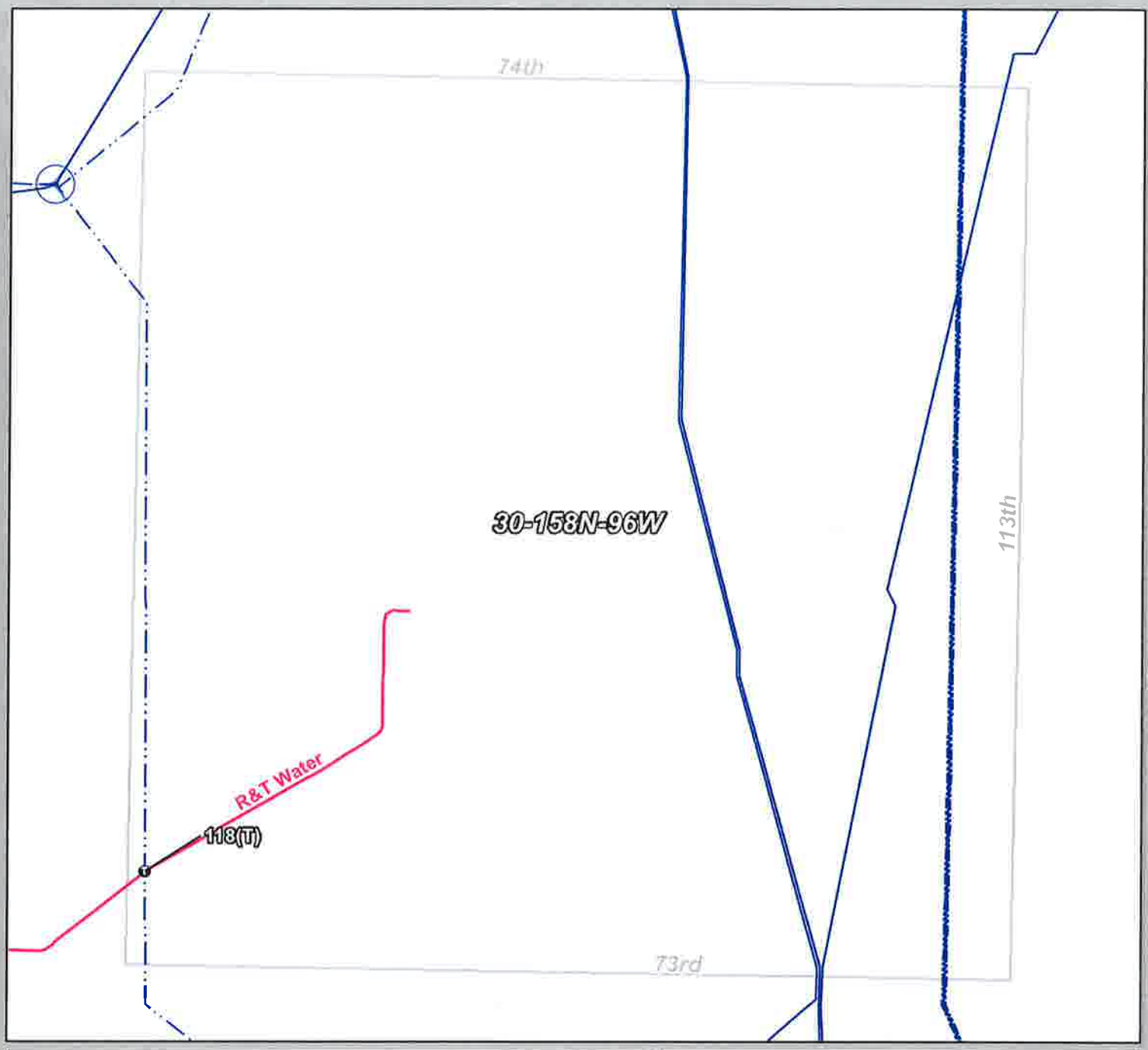
1. Lease 117

Unrecorded Wind Energy Lease and Easement by and between Delores Thompson (a/k/a Delores E. Thompson) and Norman Thompson (a/k/a Norman E. Thompson), wife and husband (as to a life estate interest), Wesley H. Thompson (as to a remainder interest) and Dawn Thompson, husband and wife, Jan L. Repnow (a/k/a Jan L. Thompson) (as to a remainder interest) and Charles Repnow, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 1, 2019, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated May 1, 2019, recorded May 23, 2019, as Document No. 861317, in the County of Williams, in the State of North Dakota, as to the following real estate and property

Tract 000:

Lots 1, 2, 3, 4, E½W½ of Section 30, Township 158 North, Range 96 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 20-158-96-00-30-020, 20-158-96-00-30-030



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Collection Line
- Power Overhead

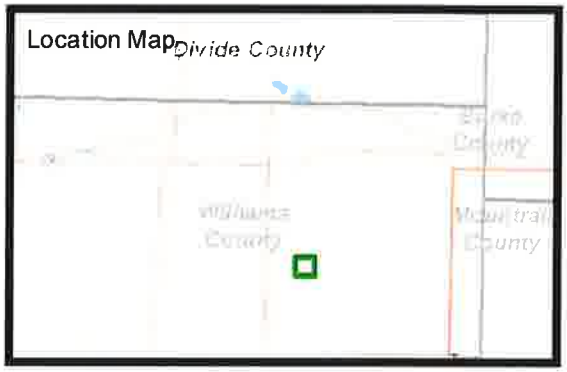
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 118T



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Thursday, October 11, 2018 6:46 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145460

Ticket Number: **18145460**
Location: 113 SOUTH MEADOW TWP, ND

As of **10/11/18 6:46 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
MOUNTRAIL/WILLIAMS ELECTRIC CO	Marked
NORTHWEST COMMUNICATIONS COOP	Clear/No conflict
R&T WATER SUPPLY COMMERCE AUTH	Marked

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 8-29-19

Work to Commence On _____

Ref # 129T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. _____ One Call Info Attached (Y/N) _____

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,575' north and 100' east of intersection of 116th Ave & 77th St.

Township 158N Range 97W Quarter SW4 Sec 2

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company

uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

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EXHIBIT B

Location of Crossing

1. Lease 030

   Unrecorded Wind Energy Lease and Easement by and between LaDonna J. Christopherson, a single person, and LaDonna J. Christopherson, Personal Representative of the Estate of Dale V. Christopherson, deceased, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded July 27, 2017, as Document No. 838159, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   S½ of Section 2, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota. LESS AND EXCEPT Beginning at a point Thirty Nine (39) Rods due east of the Southwest (SW¼) corner of the Southwest Quarter (SW) of Section Two (2), Township One Hundred Fifty Eight (158), Range Ninety Seven (97) thence due east and along the south line of the Southwest Quarter (SW) of Section Two (2), Township One Hundred Fifty Eight (158), Range Ninety Seven (97) a distance of Twenty rods (20) then due North and at right angles a distance of Fourteen rods thence due west and at right angles a distance of Twenty rods thence south and at right angles a distance of Fourteen rods to the point of beginning being a tract of two acres.

   Parcel Nos.: 25-158-97-00-02-030, 25-158-97-00-02-050

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

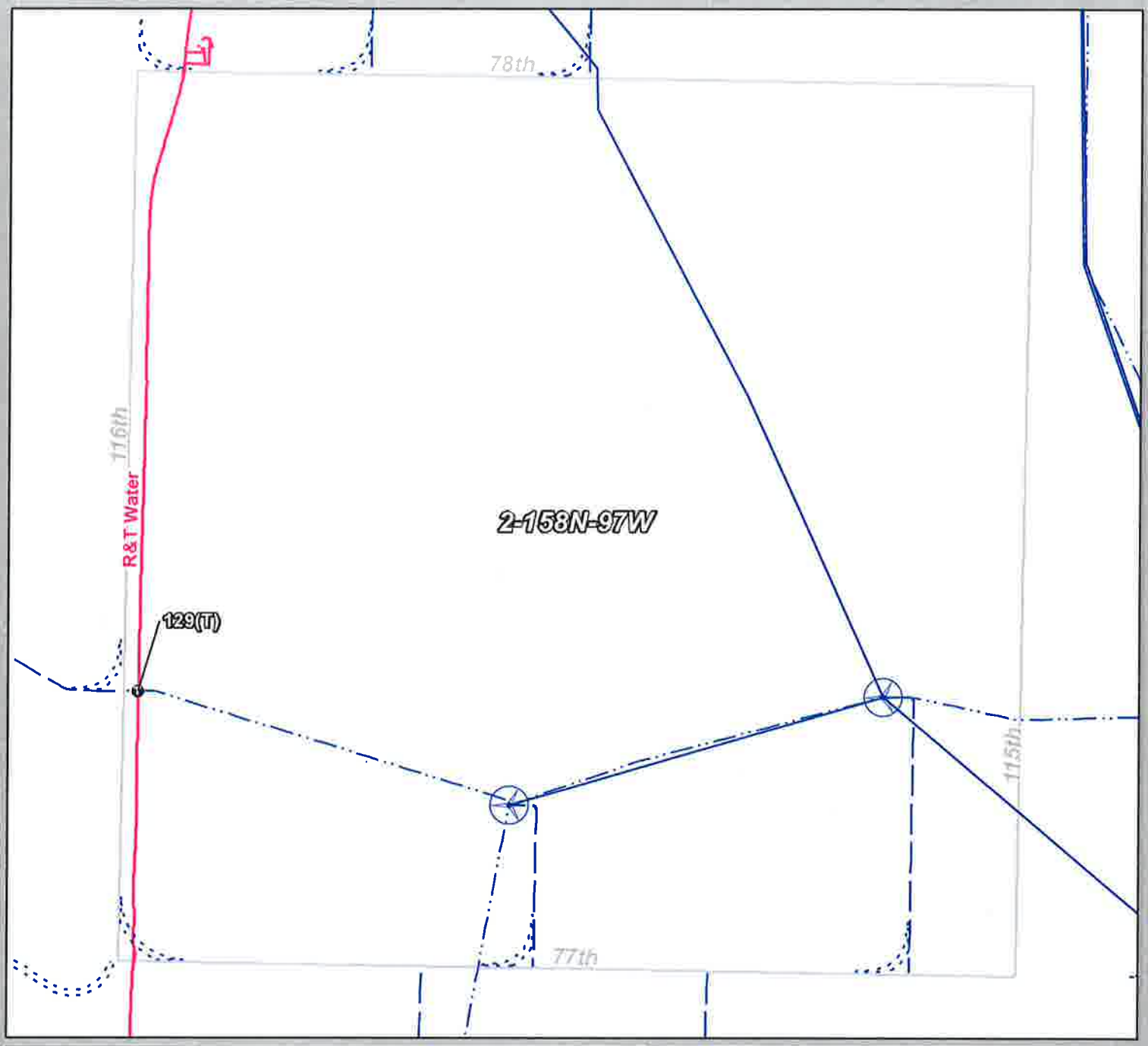
Date: _____

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 129T

N

0 500 1,000 2,000 Feet

Sharon Pietras

From:	nd@occinc.com
Sent:	Tuesday, October 09, 2018 1:48 PM
To:	Shannon Klundt
Subject:	Ticket: 18145382

NORTH DAKOTA ONE CALL

You can check that the ticket information and mapping location are correct, and that no work will take place outside the area indicated on the map, by clicking on the TicketLINK. Should any changes be needed, you can use the 'Update' or 'Correct' Ticket functions on ITIC.

The map is ONLY used to determine which facility operators may have facilities in your dig area. The Utilities do NOT receive a copy of this map. The precise excavation area and scope of work MUST be described in the extent of work field on the ticket.

The TicketLINK may also be used to view utility status, request a 'Relocate' or 'Cancel' a request. If you have any questions, call 563-884-7762.

Ticket Summary

NOTICE OF INTENT TO SURVEY		**SURVEY**			
Request #:	18145382				
Original Call Date:	10/09/18	**Time:**	1:47 PM CT	**Type:**	WEB
Work to Begin Date :	10/17/18	**Time:**	12:01 AM CT		

Work Information

Location: County:	WILLIAMS	**City:**	NEW HOME TWP	**City Limits:**	N
Address / Street:	0 115				
Near Intersection:	77				
CallerTwp:	158N	**Rng:**	97W	**Sect-Qtr:**	2
Map Twp:	158N	**Rng:**	97W	**Sect-Qtr:**	2

Excavation Type:	**Depth:**	3FT	**Explosives:**	N	**Tunneling/Boring:**		N
White Lining:	MAP						
Type of Work:	BASE MAPPING FOR PROPOSED WIND FARM						

Extent of Work:

MARK ENTIRE SECTION 2

Remarks:

RECEIVING ELECTRONIC DATA

Caller Information

Company:	WESTWOOD PROFESSIONAL SERVICES	**Call Back:**	
Address:	3701 12TH ST N; ST CLOUD, MN 56303		
Contact Email:	SHANNON.KLUNDT@WESTWOODPS.COM		
Work For:	TRADEWIND ENERGY		
Contact Name:	SHANNON KLUNDT	**Phone:**	320-253-9495
Type:	CONTRACTOR	**Fax:**	320-253-8737
Alt. Contact:	MIKE KERN	**Phone:**	320-229-2309

Surveyor Information

Surveyor:	SHANNON KLUNDT	**Phone:**	320-229-2307
Company:	WESTWOOD PROFESSIONAL SERVICES		
Address:	3701 12TH STREET NORTH ; ST. CLOUD, MN 56303		

Members Notified

Code	COMPANY NAME	Phone
CNT05	CONTINENTAL RESOUR	(701)641-1323
KMHLND1	KINDER MORGAN/HILA	(701)580-7683
MOUNT01	MOUNTRAIL/WILLIAMS	(701)577-3765
NWCOMM01	NORTHWEST COMMUNIC	(701)568-3331
RTWATR01	R&T WATER SUPPLY C	(701)641-0412
WAWSA01	WESTERN AREA WATER	(701)774-6605
WMSRW01	WILLIAMS RURAL WAT	(701)774-8915

Location Information

Number of Survey Locations: 1

Below are the farthest NW and SE coordinates of the Survey Polygon(s). Please use "Link to Tkt" to access all points.

Poly 1: NW Lat:	48.5465500	**Lon:**	-103.1899150	**SE Lat:**	48.5319930	**Lon:**	-103.1679730

Excavator Responsibilities

* If there are any private underground facility operators in the excavation area, you should notify them directly.
* Per North Dakota Century Code, it is the responsibility of the ticket holder to remove all tangible marking material (ex - pin flags) upon completion of the excavation. Failure to comply is subject to penalties and fines up to $25,000.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 140T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145327 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hazel TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,185' north and 220' east of intersection of 116th Ave & SH 50.

Township 159N Range 97W Quarter SW4 Sec 23

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

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11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By CB Phone No. 913 888 9463

Conor Branch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

Craig Haskins

By: Craig Haskins

Its: General Manager

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EXHIBIT B

Location of Crossing

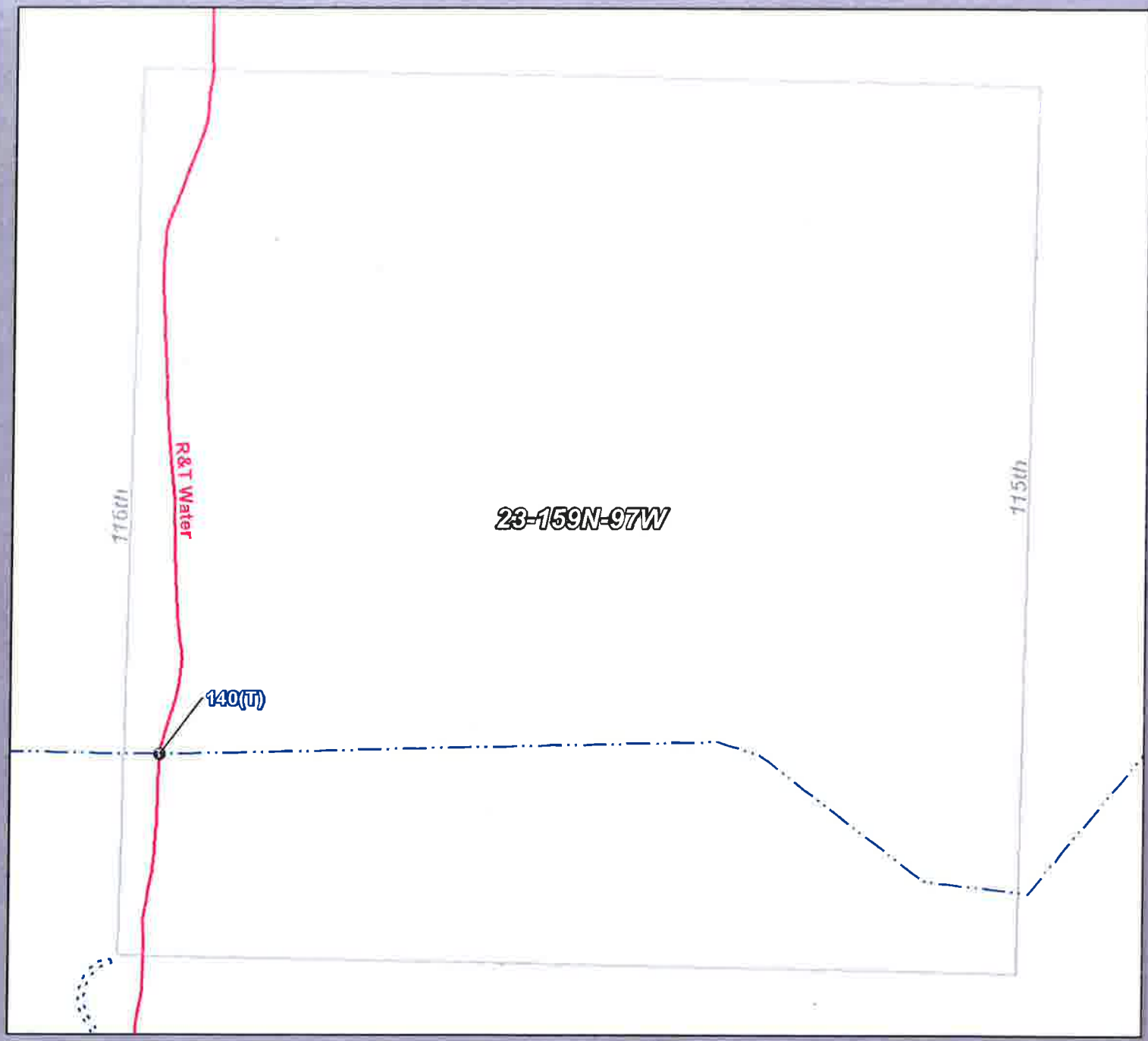
1. Lease 074

Unrecorded Wind Energy Lease and Easement by and between Jay Fortier (a/k/a Jay W. Fortier) and Angela R. Fortier, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 1, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated May 1, 2018, recorded April 2, 2018, as Document No. 846303, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 001:

SW¼ of Section 23, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota. LESS AND EXCEPT All of that property lying within a strip of land 100 feet wide, lying north, contiguous, and measured at right angles to the following described highway centerline: Beginning at a point on the South Section Line of Section 23, Township 159 North, Range 97 West of the Fifth Principal Meridian, said point of beginning is 75 feet east of the Southwest Section Corner of the said Section 23; thence east along the Section Line 1,491.7 feet; thence northeasterly along a 0 degree 15 minute curve to the left a distance of 616.24 feet; thence North 88 degrees 27 minutes 30 seconds East a distance of 456.8 feet to a point on the North-South One Quarter Section Line 20.4 feet north of the South One Quarter Section Corner of the said Section 23, Excepting that portion lying within 60 feet of the Section Line. AND Sight Triangle: All of that property lying within a 45-degree right triangle described as follows: Beginning at a point 75 feet east and 100 feet north of the Southwest Section Corner of the said Section 23, thence east 125 feet, thence 135 degrees left and northwesterly 176.78 feet, thence south 125 feet to the point of beginning.

Parcel No.: 26-159-97-00-23-010



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- Crane Path
- Intersection Upgrade

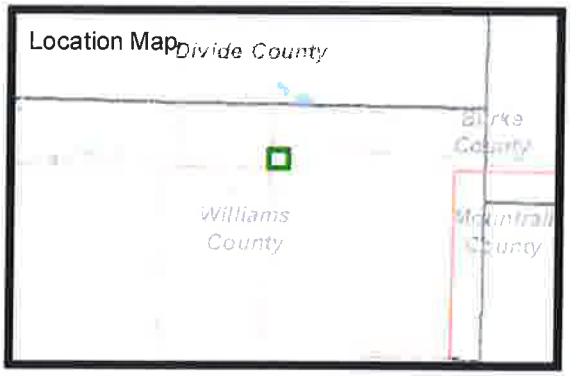
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 140T



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Friday, October 12, 2018 8:40 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145327

Ticket Number: **18145327**
Location: 115 HAZEL TWP, ND

As of **10/12/18 8:40 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
KINDER MORGAN/HILAND	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on **www.managetickets.com**.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 157T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145383 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,295' South and 85' east of intersection of 116th Ave & 77th St.

Township 158N Range 97W Quarter NW4 Sec 11

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Lease 004

Unrecorded Wind Energy Lease and Easement by and between Mary Ann Ouradnik and Gary Ouradnik, wife and husband, Naomi Schachtschneider and Curt Schachtschneider, wife and husband, and Sandra Aamoth and Wayne Aamoth, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated February 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated February 1, 2017, recorded January 25, 2017, as Document No. 830386, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 003:

W½NW¼, SW¼ of Section 11, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 25-158-97-00-11-040, 25-158-97-00-11-050

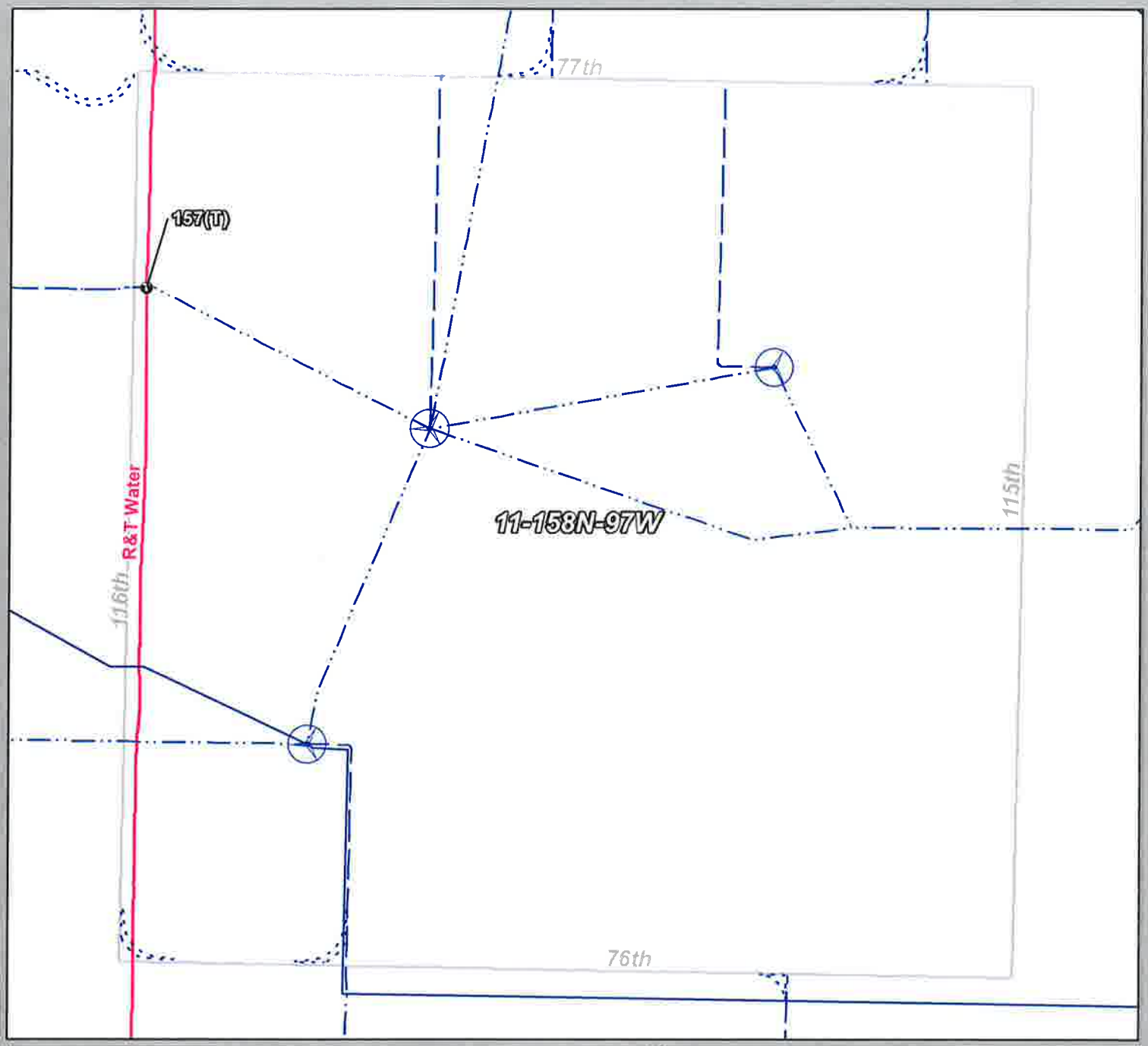
2. Lease 030

Unrecorded Wind Energy Lease and Easement by and between LaDonna J. Christopherson, a single person, and LaDonna J. Christopherson, Personal Representative of the Estate of Dale V. Christopherson, deceased, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded July 27, 2017, as Document No. 838159, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 002:

E½NW¼, W½NE¼, SE¼ of Section 11, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 25-158-97-00-11-030, 25-158-97-00-11-060



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 157T

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145383

Ticket Number: **18145383**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Not Complete/In Progress: Locator has spoken with the excavator and made arrangements. refer to nwcomm01
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on **www.managetickets.com**.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 336O

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145541 _____ One Call Info Attached (Y/N) Y _____

Company Name Aurora Wind Project, LLC _____

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219 _____

Company Phone No. 913-888-9463 _____ Company Fax No. 913-888-0390 _____

Person(s) Coordinating for Company
Name Justin Larson _____ Phone No. 913-544-5570

Contractor Name Gary Zahalka _____ Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota _____

Location of Work: See Exhibit

County Williams County _____ City/Town Tioga _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,560' south and 70' west of intersection of 106th Ave & 70th Street. _____

Township 157N _____ Range 95W _____ Quarter NE4 Sec 17 _____

Tunneling (Y/N) No _____ Boring (Y/N) No _____ Depth N/A _____

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s) _____

Work Being Done Wind Energy Project

_____

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/2019

By _____ Phone No. 913 888 9463

Conor Brannon, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Easement 001

   Unrecorded Easement Agreement by and between Tom Biwer (a/k/a Thomas Biwer) and Brenda Biwer, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated December 15, 2017, as evidenced by that certain Memorandum of Easement Agreement dated December 15, 2017, recorded January 26, 2018, as Document No. 844163, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 000:

   The Northeast Quarter (NE¼) of Section Seventeen (17), Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.
   AND
   East Half (E½) of the Northwest Quarter (NW¼) of Section Seventeen (17), in Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.

   Parcel Nos.: 14-157-95-00-17-040, 14-157-95-00-17-020

Crossings

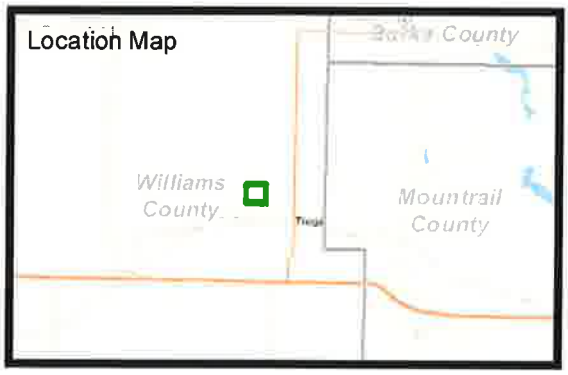
- Overhead Transmission (O)

Facilities

- Utility Line

Aurora Array & Design (Including Alternates)

- Power Overhead



N

0 500 1,000 2,000 Feet

Exhibit C

Crossing 336O

Date: 8/14/2019

Sharon Pietras

From: nd@occinc.com
Sent: Tuesday, October 16, 2018 9:30 PM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145541

Ticket Number: **18145541**
Location: 107 TIOGA, ND

As of **10/16/18 21:30 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
NESSON GATHERING SYSTEM LLC	Clear/No conflict
KINDER MORGAN/HILAND	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
MUREX PETROLEUM CORP.	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 3370

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145537 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Tioga

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,560' south and 50' east of intersection of 105th Ave & 70th Street.

Township 157N Range 95W Quarter NW4 Sec 15

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s)

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/2019

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

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10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Lease 086

   Unrecorded Wind Energy Lease and Easement by and between Harold D. Sundhagen (a/k/a Harold Sundhagen) and Karen F. Sundhagen, Trustees, or their successors in trust, under the Harold D. Sundhagen Living Trust, dated January 27, 2012, and Aurora Wind Project, LLC, a Delaware limited liability company, dated March 15, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated March 15, 2018, recorded April 27, 2018, as Document No. 847321, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   West Half of the Northwest Quarter (W½NW¼), East Half of the Northwest Quarter (E½NW¼); West Half of the Northeast Quarter (W½NE¼); Southwest Quarter (SW¼) of Section 15, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.

   Parcel Nos.: 14-157-95-00-15-050, 14-157-95-00-15-030, 14-157-95-00-15-040

Crossings

- Overhead Transmission (O)

Aurora Array & Design (Including Alternates)

- Power Overhead

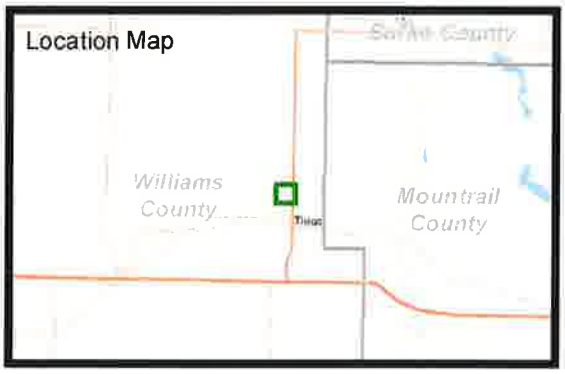
Facilities

- Utility Line

Exhibit C

Crossing 337O

Date: 7/31/2019



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 10, 2018 4:08 PM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145537

Ticket Number: **18145537**
Location: 105 TIOGA, ND

As of **10/10/18 16:08 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
TESORO HIGH PLAINS PIPELINE	Clear/No conflict
VANTAGE PIPELINE US LP	Clear/No conflict I spoke with Shannon: work taking place consists of obtaining electronic information on utilities in the section identified. No physical ground work is taking place at this time. The Vantage Pipeline (Ethane) is located in the NE quarter of section 15.
XTO ENERGY	Clear/No conflict XTO not affected. Deidre Berquist 701-934-3594

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 3380

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145533 _____ One Call Info Attached (Y/N) Y _____

Company Name Aurora Wind Project, LLC _____

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219 _____

Company Phone No. 913-888-9463 _____ Company Fax No. 913-888-0390 _____

Person(s) Coordinating for Company
Name Justin Larson _____ Phone No. 913-544-5570

Contractor Name Gary Zahalka _____ Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota _____

Location of Work: See Exhibit

County Williams County _____ City/Town Tioga _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,560' south and 960' east of intersection of 104th Ave & 70th Street. _____

Township 157N _____ Range 95W _____ Quarter NW4 Sec 14 _____

Tunneling (Y/N) No _____ Boring (Y/N) No _____ Depth N/A _____

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s) _____

Work Being Done Wind Energy Project

_____

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/2019

By _____ Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

_____

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Easement 009

Unrecorded Easement Agreement by and between Astrid Ongstad, a single person (as to a life estate interest), Vicki L. Harper (as to a remainder interest) and Craig T. Harper, wife and husband, and Curtis Ongstad (as to a remainder interest) and Kathy M. Ongstad, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 1, 2018, as evidenced by that certain Memorandum of Easement Agreement dated May 1, 2018, recorded April 13, 2018, as Document No. 846768, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 001 (File No.: L18-1209.94)

W½NW¼, E½NW¼, W½NE¼ of Section 14, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.

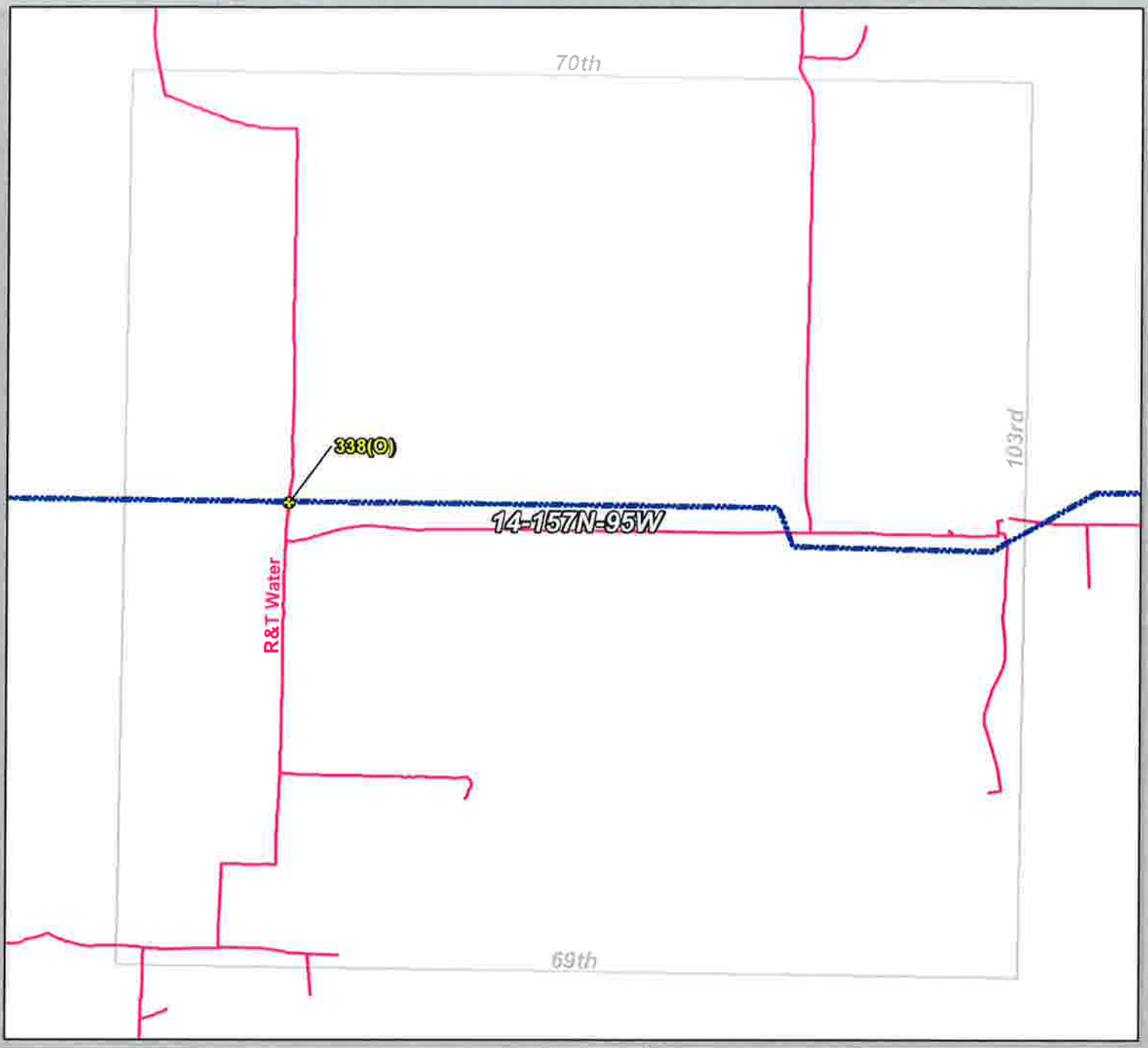
LESS AND EXCEPT

A strip of land lying in the W½NW¼ of Sec. 14, Twp. 157 N. Range 95 W., said strip being described as follows: A strip of land 40 ft. wide lying East of, adjacent to and extending along the entire West line of said W½NW¼ Sec. 14 excepting all that portion lying within 33 ft. of the section line.

AND LESS AND EXCEPT

The west 100 ft. of the NW¼ of Sec. 14, Twp. 157 N., Rge. 95 W., 5th P.M., excepting all that portion previously acquired for public highway right of way and all that portion lying within 33 feet of the section lines.

Parcel Nos.: 14-157-95-00-14-040, 14-157-95-00-14-050



Crossings

- Overhead Transmission (O)

Aurora Array & Design (Including Alternates)

- Power Overhead

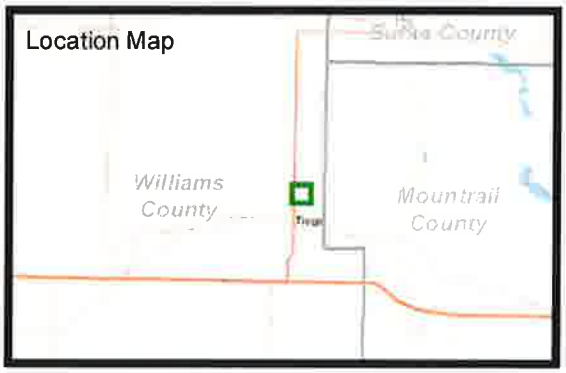
Facilities

- Utility Line

Exhibit C

Crossing 338O

Date: 7/31/2019



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Thursday, October 11, 2018 10:16 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145533

Ticket Number: **18145533**
Location: 103 TIOGA, ND

As of **10/11/18 10:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
TESORO HIGH PLAINS PIPELINE	Marked
VANTAGE PIPELINE US LP	Clear/No conflict I spoke with Shannon: work taking place consists of obtaining electronic information on utilities in the section identified. No physical ground work is taking place at this time. The Vantage Pipeline (Ethane) is located in the NW, SW quarters and clips
WBI ENERGY TRANSMISSION	Marked I spoke with Shannon and a map of our pipeline is sufficient to fulfill this one call ticket. I emailed him a map this line section.
XTO ENERGY	Clear/No conflict XTO not affected. Deidre Berquist 701-934-3594

To review this ticket in its entirety, visit Search and Status ® on **www.managetickets.com**.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 3390

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145532 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Tioga

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,620' south and 110' east of intersection of 103rd Ave & 70th Street.

Township 157N Range 95W Quarter NW4 Sec 13

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s)

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

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    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company

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d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

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[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/2019

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

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17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Easement 006

   Unrecorded Easement Agreement by and between Holly Wheeler (a/k/a Holly Davidson Wheeler a/k/a Holly Davidson) and Robert H. Wheeler, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated April 15, 2018, as evidenced by that certain Memorandum of Easement Agreement dated April 15, 2018, recorded March 22, 2018, as Document No. 434721 in the County of Mountrail, in the State of North Dakota, and recorded March 21, 2018, as Document No. 846014 in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 002:

   N½NW¼, E½NE¼, NW¼NE¼ of Section 13, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.

   Parcel Nos.: 14-157-95-00-13-030, 14-157-95-00-13-031

2. Easement 007

   Unrecorded Easement Agreement by and between Earl D. Syverson and Susan C. Syverson, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated April 15, 2018, as evidenced by that certain Memorandum of Easement Agreement dated April 15, 2018, recorded March 28, 2018, as Document No. 846200, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 000:

   SW¼NE¼, S½NW¼, SW¼, W½SE¼ of Section 13, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.

   Parcel Nos.: 14-157-95-00-13-010, 14-157-95-00-13-040, 14-157-95-00-13-020

Crossings

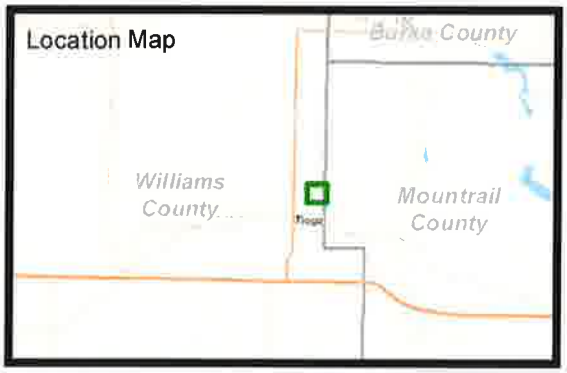
- Overhead Transmission (O)

Facilities

- Utility Line

Aurora Array & Design (Including Alternates)

- Power Overhead



N

0 500 1,000 2,000 Feet

Exhibit C

Crossing 339O

Date: 8/14/2019

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 10:11 PM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145532

Ticket Number: **18145532**
Location: 103 TIOGA, ND

As of **10/17/18 22:11 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
ALLIANCE PIPELINE	Clear/No conflict Shannon has been already contacted by Mike Kessler with APL. Matt Daly will send KMZ file to Shannon. Work taking place will not affect APL.Ticket Started: 10/09/2018 at 14:12
BASIN ELECTRIC POWER COOP	Clear/No conflict  READ ATTACHMENT FOR DIGGING: NOTICE - BEPC Underground Line Pipeline Crossing.pdf  BE AWARE OF OVERHEAD HIGH VOLTAGE POWER LINES.  NO DIGGING, NO OBSTACLES, NO OBJECTS WITHIN 100-FOOT RADIUS OF POWER POLES.
DAKOTA GASIFICATION COMPANY	Clear/No conflict
HESS CORPORATION	Clear/No conflict
MISSOURI BASIN WELL SERVICE	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
TESORO HIGH PLAINS PIPELINE	Marked
WBI ENERGY TRANSMISSION	Clear/No conflict Our gas line is not in Section 13

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 3400

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145533 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Tioga

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,560' south and 3,360' east of intersection of 104th Ave & 70th Street.

Township 157N Range 95W Quarter NE4 Sec 14

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s)

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

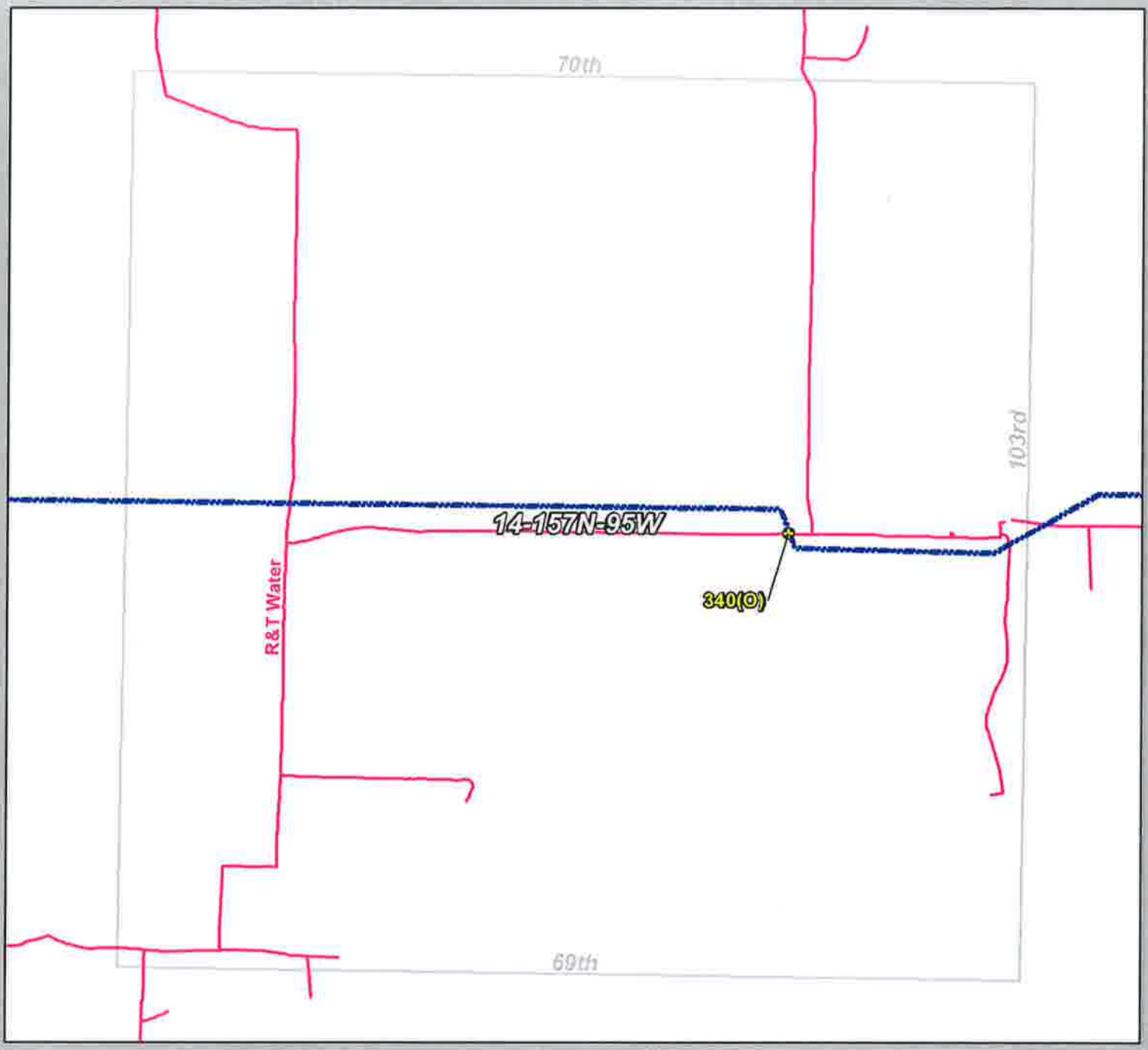
1. Easement 009

Unrecorded Easement Agreement by and between Astrid Ongstad, a single person (as to a life estate interest), Vicki L. Harper (as to a remainder interest) and Craig T. Harper, wife and husband, and Curtis Ongstad (as to a remainder interest) and Kathy M. Ongstad, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 1, 2018, as evidenced by that certain Memorandum of Easement Agreement dated May 1, 2018, recorded April 13, 2018, as Document No. 846768, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 001 (File No.: L18-1209.94)

W½NW¼, E½NW¼, W½NE¼ of Section 14, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.
LESS AND EXCEPT strip of land lying in the W½NW¼ of Sec. 14, Twp. 157 N. Range 95 W., said strip being described as follows: A strip of land 40 ft. wide lying East of, adjacent to and extending along the entire West line of said W½NW¼ Sec. 14 excepting all that portion lying within 33 ft. of the section line. AND LESS AND EXCEPT The west 100 ft. of the NW¼ of Sec. 14, Twp. 157 N., Rge. 95 W., 5th P.M., excepting all that portion previously acquired for public highway right of way and all that portion lying within 33 feet of the section lines.

Parcel Nos.: 14-157-95-00-14-040, 14-157-95-00-14-050



Crossings

- Overhead Transmission (O)

Aurora Array & Design (Including Alternates)

- Power Overhead

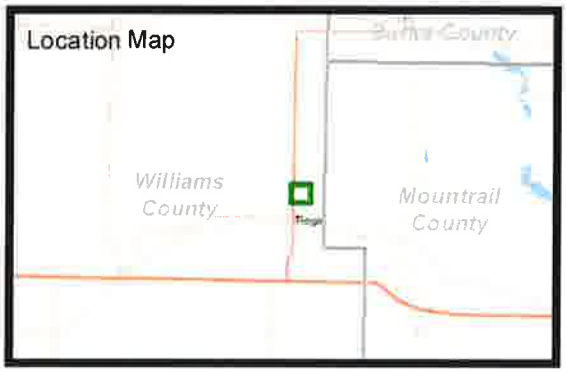
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 340O



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Thursday, October 11, 2018 10:16 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145533

Ticket Number: **18145533**
Location: 103 TIOGA, ND

As of **10/11/18 10:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
TESORO HIGH PLAINS PIPELINE	Marked
VANTAGE PIPELINE US LP	Clear/No conflict I spoke with Shannon: work taking place consists of obtaining electronic information on utilities in the section identified. No physical ground work is taking place at this time. The Vantage Pipeline (Ethane) is located in the NW, SW quarters and clips
WBI ENERGY TRANSMISSION	Marked I spoke with Shannon and a map of our pipeline is sufficient to fulfill this one call ticket. I emailed him a map this line section.
XTO ENERGY	Clear/No conflict XTO not affected. Deidre Berquist 701-934-3594

To review this ticket in its entirety, visit Search and Status ® on **www.managetickets.com**.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 3410

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145533 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Tioga

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 2,680' south and 3,870' east of intersection of 104th Ave & 70th Street.

Township 157N Range 95W Quarter SE4 Sec 14

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Installation of overhead 345kV transmission Line and communication wire(s)

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

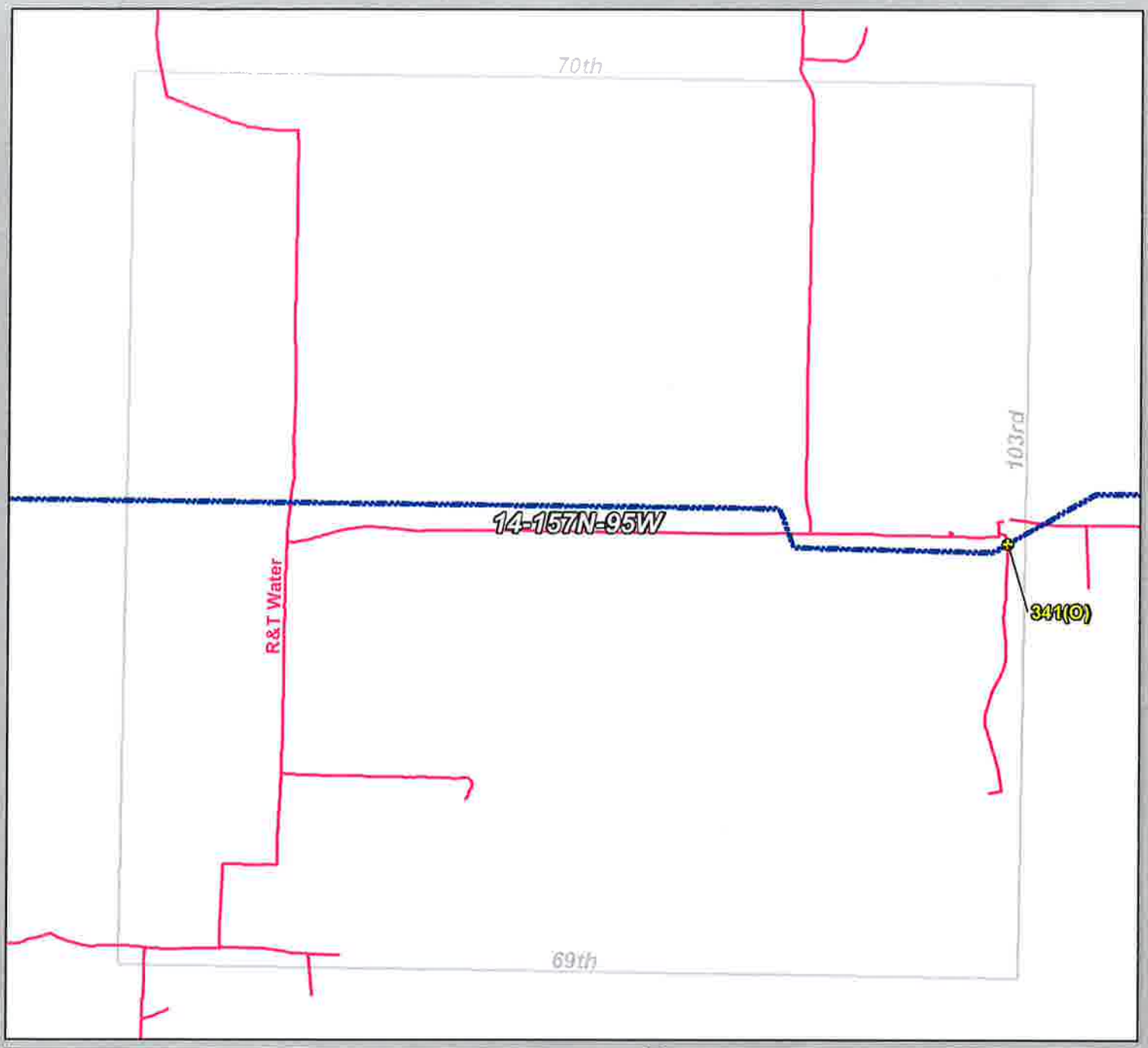
Location of Crossing

1. Lease 067

   Unrecorded Wind Energy Lease and Easement by and between Dennis Rehak (a/k/a Dennis A. Rehak) and Rhonda Rehak (a/k/a Rhonda K. Rehak), husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated March 15, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated March 15, 2018, recorded March 12, 2018, as Document No. 845596, in the County of Williams, in the State of North Dakota, and the Memorandum of Wind Energy Lease and Easement dated March 15, 2018, recorded March 12, 2018, as Document No. 434547, in the County of Mountrail, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   SE¼ of Section 14, Township 157 North, Range 95 West of the 5th P.M., Williams County, North Dakota.
   Parcel No.: 14-157-95-00-14-010



Crossings

- Overhead Transmission (O)

Aurora Array & Design (Including Alternates)

- Power Overhead

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 341O

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Thursday, October 11, 2018 10:16 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145533

Ticket Number: **18145533**
Location: 103 TIOGA, ND

As of **10/11/18 10:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
TESORO HIGH PLAINS PIPELINE	Marked
VANTAGE PIPELINE US LP	Clear/No conflict I spoke with Shannon: work taking place consists of obtaining electronic information on utilities in the section identified. No physical ground work is taking place at this time. The Vantage Pipeline (Ethane) is located in the NW, SW quarters and clips
WBI ENERGY TRANSMISSION	Marked I spoke with Shannon and a map of our pipeline is sufficient to fulfill this one call ticket. I emailed him a map this line section.
XTO ENERGY	Clear/No conflict XTO not affected. Deidre Berquist 701-934-3594

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 389T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145404 _____ One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 _____ Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hew Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,460' West and 340' South of intersection of 116th Ave & 75th St.

Township 158N Range 97W Quarter NE4 Sec 22

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

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8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

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9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

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10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

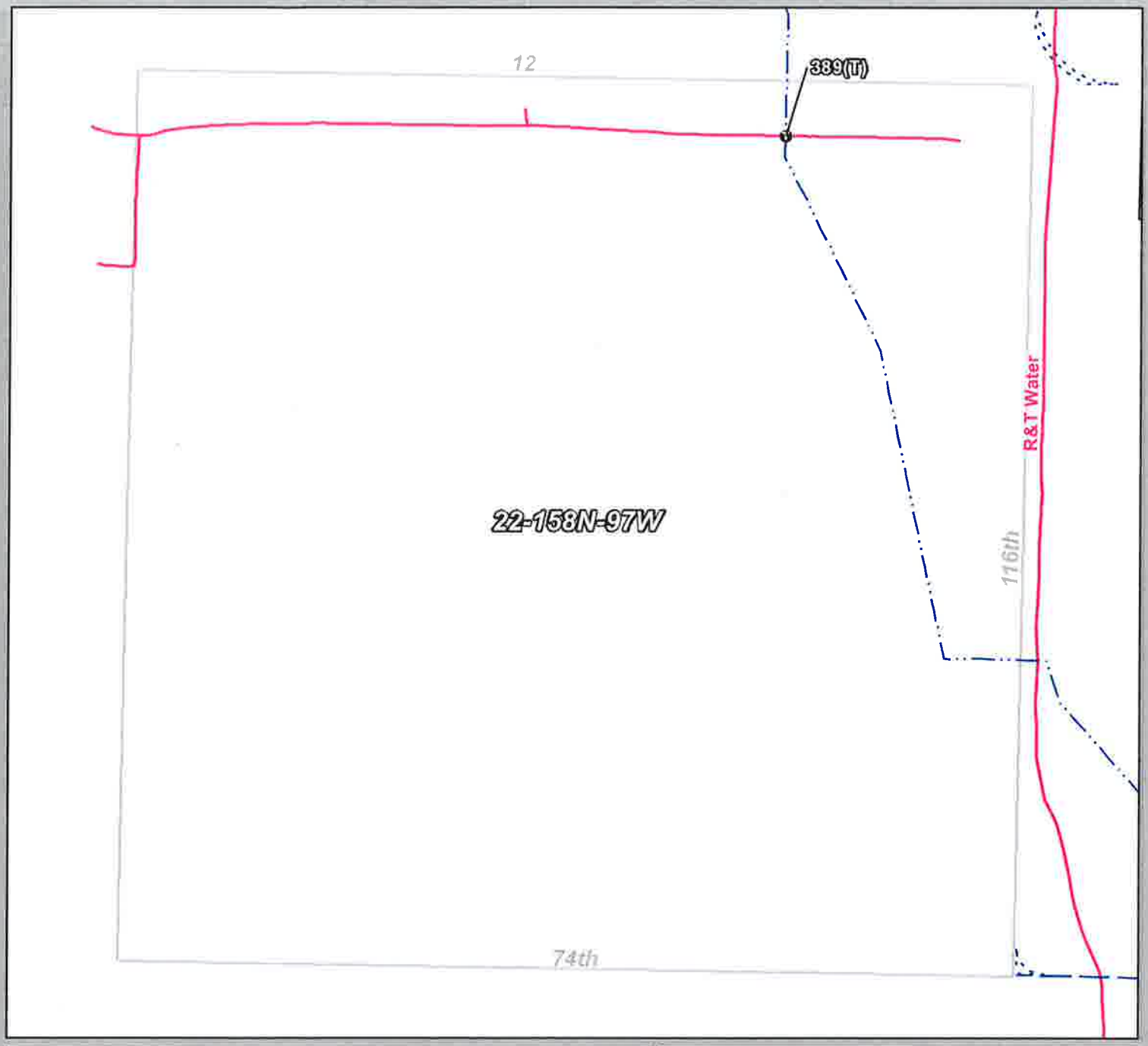
Location of Crossing

1. Lease 058
   Unrecorded Wind Energy Lease and Easement by and between Darryl Hill and Adrene Hill, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated March 15, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated March 15, 2018, recorded February 21, 2018, as Document No. 844961, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   NE¼ of Section 22 of Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 25-158-97-00-22-010



Crossings

- Temporary Crane (T)

Aurora Array & Design (Including Alternates)

- Access Road
- Crane Path
- Intersection Upgrade
- Project Facility

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 389T

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Friday, October 12, 2018 8:34 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145404

Ticket Number: **18145404**
Location: 117 NEW HOME TWP, ND

As of **10/12/18 8:34 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 390T

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145396 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 1,875' North and 115' East of intersection of 116th Ave & 74th St.

Township 158N Range 97W Quarter SW4 Sec 23

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Crane Path Route

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

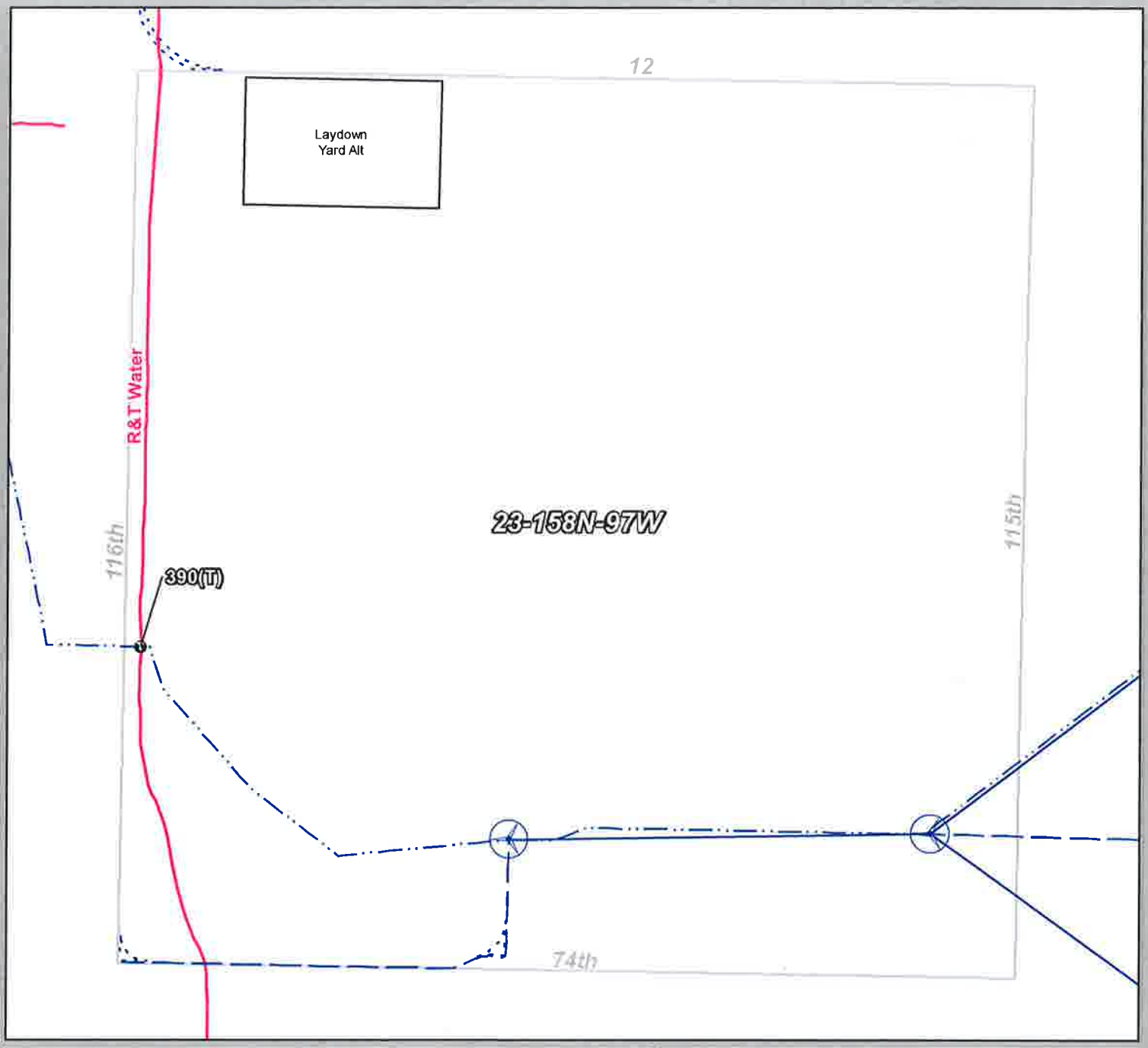
1. Lease 020

   Unrecorded Wind Energy Lease and Easement by and between T. Harlan Brekke and Linda L. Brekke, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded May 30, 2017, as Document No. 835967, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   Southwest Quarter (SW¼) of Section 23, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 25-158-97-00-23-030



Crossings

- Temporary Crane (T)

Facilities

- Utility Line

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line
- Project Facility

Exhibit C

Crossing 390T

Date: 7/31/2019

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Friday, October 12, 2018 8:34 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145396

Ticket Number: **18145396**
Location: 115 NEW HOME TWP, ND

As of **10/12/18 8:33 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 4121

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145395 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 280' north and 200' east on NE corner of intersection of 116th Ave & 75th Street.

Township 158N Range 97W Quarter SW4 Sec 14

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Intersection Modifications

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

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AGREEMENT

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    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

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11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

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EXHIBIT B

Location of Crossing

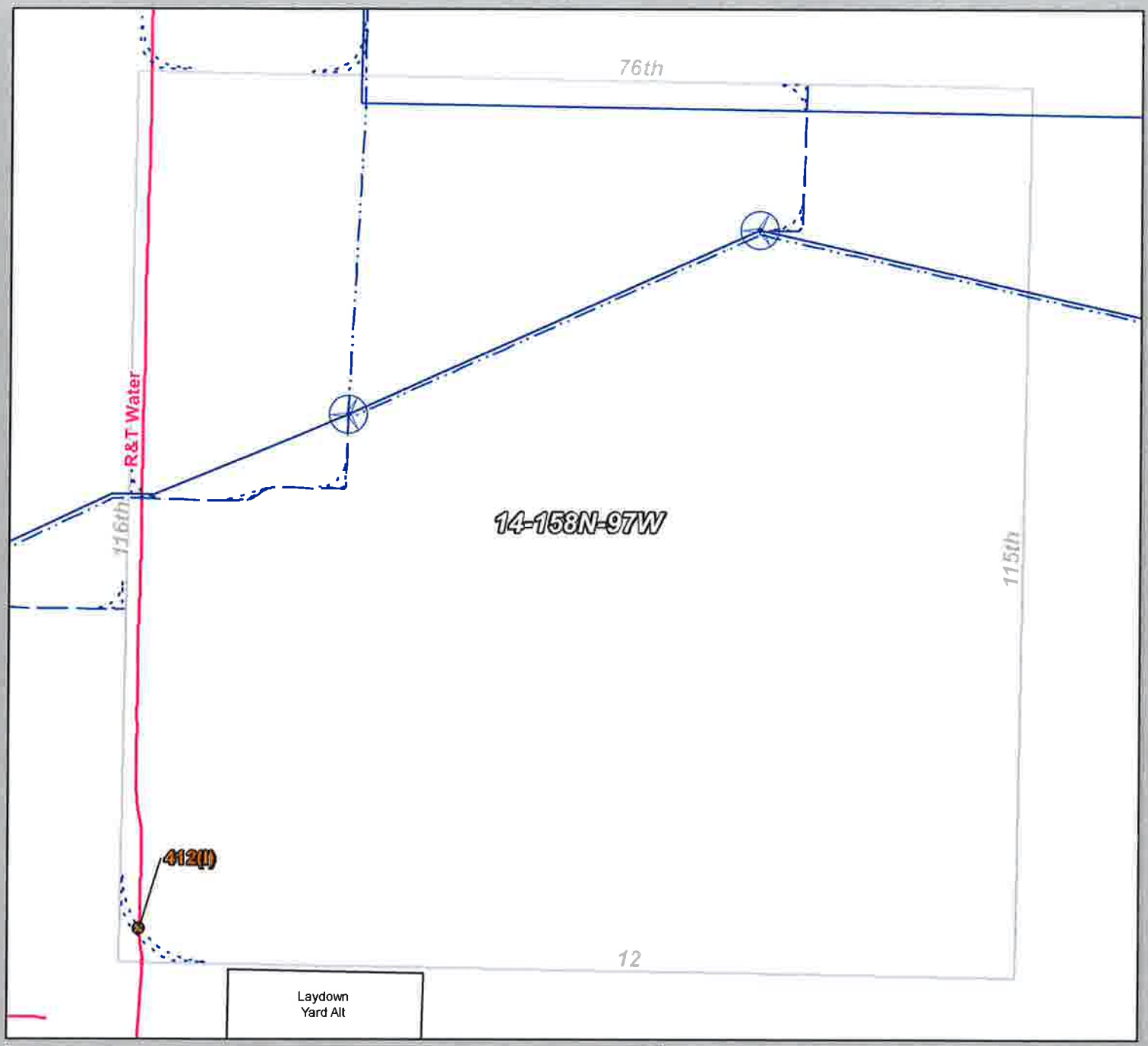
1. Lease 084

   Unrecorded Wind Energy Lease and Easement by and between KayLene Heller, Trustee of the Adeline Christopherson Revocable Trust UDT May 27, 2010, and Aurora Wind Project, LLC, a Delaware limited liability company, dated April 1, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated April 1, 2018, recorded April 25, 2018, as Document No. 847197, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   SW¼ of Section 14, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 25-158-97-00-14-030



Crossings

- Intersection Improvement (I)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line
- Project Facility

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 412I

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145395

Ticket Number: **18145395**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 4261 & 4271

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145344 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town Hazel TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 280' east on NE corner of intersection of 116th Ave & 78th Street.

Township 159N Range 97W Quarter SW4 Sec 35

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Intersection Modifications

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project LLC Date 7/25/18

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

1. Lease 080

   Unrecorded Wind Energy Lease and Easement by and between Lynden Magnuson (a/k/a Lynden Alan Magnuson a/k/a Lynden A. Magnuson) and Karla K. Magnuson, husband and wife, and Aurora Wind Project, LLC, a Delaware limited liability company, dated May 15, 2018, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated May 15, 2018, recorded April 20, 2018, as Document No. 847027, in the County of Williams, in the State of North Dakota, as to the following real estate and property:.

   Tract 009:

   SW¼ of Section 35, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota. LESS AND EXCEPT Sublot 1, lying in the SW1/4 of the SW1/4 of Section 35, Township 159 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

   Parcel No.: 26-159-97-00-35-010

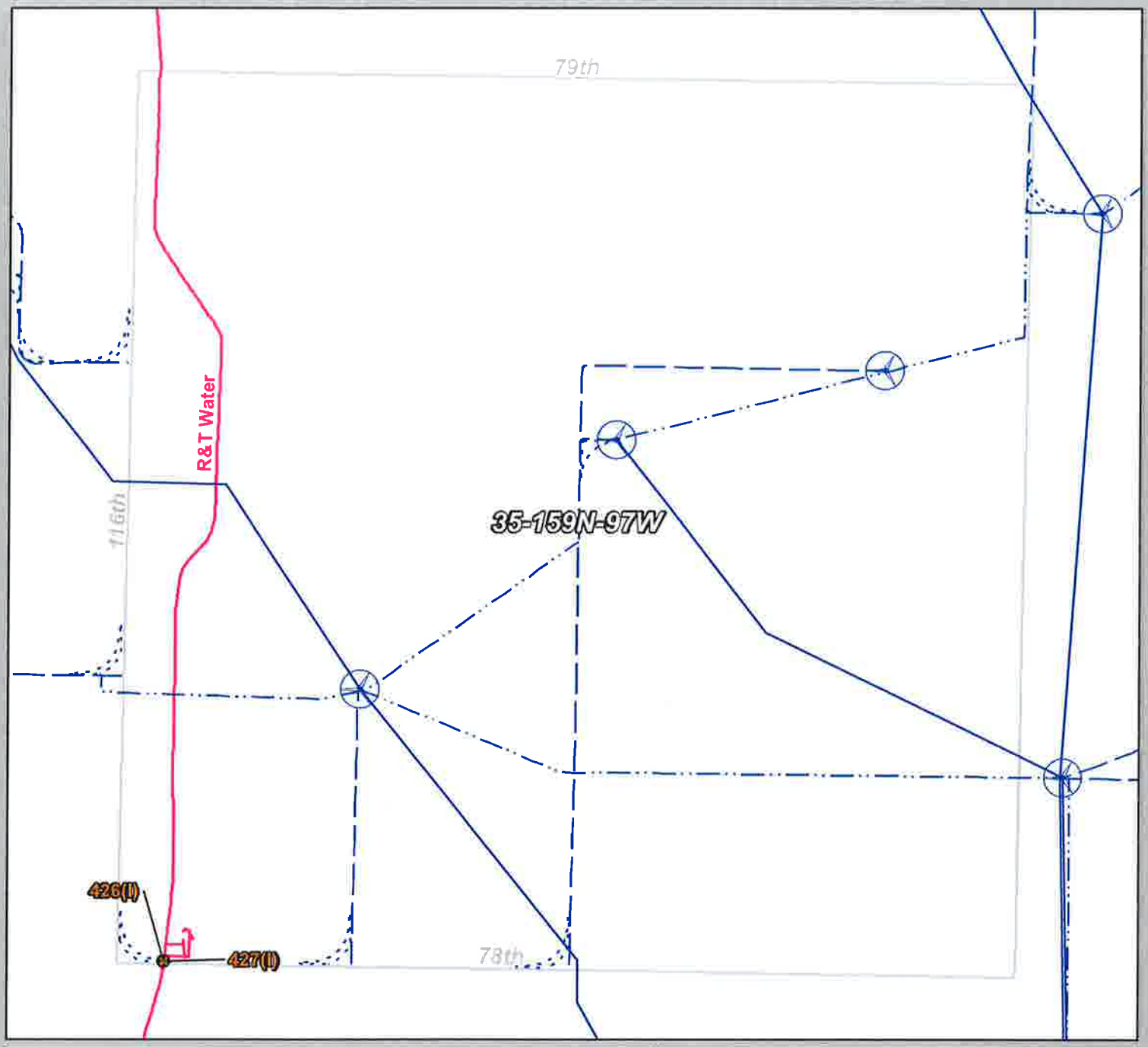
2. Easement 019

   Unrecorded Temporary Construction Easement Agreement by and between Western Area Water Supply Authority, a political subdivision of the State of North Dakota, and Aurora Wind Project, LLC, a Delaware limited liability company, dated April 29, 2019, as evidenced by that certain Memorandum of Temporary Construction Easement Agreement dated April 29, 2019, recorded May 14, 2019, as Document No. 860953, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 000:

   Sublot 1, lying in the SW 1/4 of the SW 1/4 of Section 35 Township 159 North, Range 97 West of the Fifth Principal Meridian, Williams County, North Dakota, also described as follows: Beginning at the Southwest Corner of Said Section 35; thence North 02 degrees 08 minutes 13 seconds East along the west line of said Section 35 distance of 260.00 feet, thence South 88 degrees 06 minutes 32 seconds East along a line parallel to the south line of said Section 35 a distance of 502.00 feet; thence South 02 degrees 08 minutes 13 seconds West parallel to the west line of said Section 35 a distance of 260.00 feet to the south line of said Section 35; thence North 88 degrees 06 minutes 32 seconds West along the south line of said Section 35 a distance of 502.00 feet to the Point of Beginning. Said Tract shall be know as Sublot 1, lying in the SW 1/4 of the SW 1/4 of Section 35, Township 159 North, Range 97 West of the Fifth Principal Meridian, Hazel Township, Williams County, North Dakota.

   Parcel No.: 26-159-97-00-35-015



Crossings

- Intersection Improvement (I)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

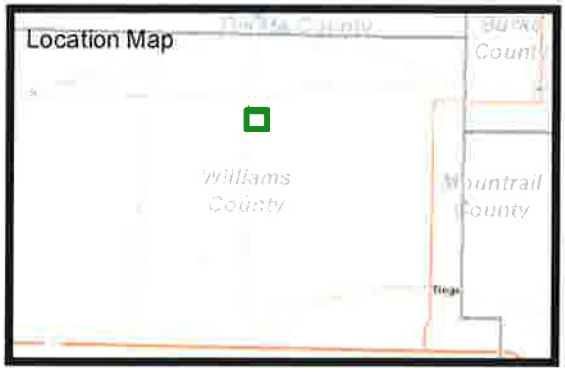
Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossings 426I & 427I



N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Tuesday, October 09, 2018 1:43 PM
To: Shannon Klundt
Subject: Ticket: 18145344

NORTH DAKOTA ONE CALL

You can check that the ticket information and mapping location are correct, and that no work will take place outside the area indicated on the map, by clicking on the TicketLINK. Should any changes be needed, you can use the 'Update' or 'Correct' Ticket functions on ITIC.

The map is ONLY used to determine which facility operators may have facilities in your dig area. The Utilities do NOT receive a copy of this map. The precise excavation area and scope of work MUST be described in the extent of work field on the ticket.

The TicketLINK may also be used to view utility status, request a 'Relocate' or 'Cancel' a request. If you have any questions, call 563-884-7762.

Ticket Summary

NOTICE OF INTENT TO SURVEY **SURVEY**

Request #:	18145344				
Original Call Date:	10/09/18	**Time:**	1:43 PM CT	**Type:**	WEB
Work to Begin Date :	10/17/18	**Time:**	12:01 AM CT		

Work Information

Location: County:	WILLIAMS	**City:**	HAZEL TWP	**City Limits:**	N
Address / Street:	0 115				
Near Intersection:	79				
CallerTwp:	159N	**Rng:**	97W	**Sect-Qtr:**	35
Map Twp:	159N	**Rng:**	97W	**Sect-Qtr:**	35

Excavation Type: **Depth:** 3FT **Explosives:** N **Tunneling/Boring:** N
White Lining: MAP
Type of Work: PROPOSED WIND FARM BASE MAPPING
Extent of Work:
MARK ENTIRE SECTION 35
Remarks:
RECEIVING ELECTRONIC DATA

Caller Information

Company:	WESTWOOD PROFESSIONAL SERVICES	**Call Back:**	
Address:	3701 12TH ST N; ST CLOUD, MN 56303		
Contact Email:	SHANNON.KLUNDT@WESTWOODPS.COM		
Work For:	TRADEWIND ENERGY		
Contact Name:	SHANNON KLUNDT	**Phone:**	320-253-9495
Type:	CONTRACTOR	**Fax:**	320-253-8737
Alt. Contact:	MIKE KERN	**Phone:**	320-229-2309

Surveyor Information

Surveyor:	SHANNON KLUNDT	**Phone:**	320-229-2307
Company:	WESTWOOD PROFESSIONAL SERVICES		
Address:	3701 12TH STREET NORTH ; ST. CLOUD, MN 56303		

Members Notified

Code	COMPANY NAME	Phone
CNT05	CONTINENTAL RESOUR	(701)641-1323
KMHLND1	KINDER MORGAN/HILA	(701)580-7683
MOUNT01	MOUNTRAIL/WILLIAMS	(701)577-3765
NWCOMM01	NORTHWEST COMMUNIC	(701)568-3331
RTWATR01	R&T WATER SUPPLY C	(701)641-0412
VPU01	VANTAGE PIPELINE U	(403)231-7461
WAWSA01	WESTERN AREA WATER	(701)774-6605
WMSRW01	WILLIAMS RURAL WAT	(701)774-8915

Location Information

Number of Survey Locations: 1

Below are the farthest NW and SE coordinates of the Survey Polygon(s). Please use "Link to Tkt" to access all points.

Poly 1: NW Lat:	48.5609860	**Lon:**	-103.1899150	**SE Lat:**	48.5464280	**Lon:**	-103.1679580

Excavator Responsibilities

* If there are any private underground facility operators in the excavation area, you should notify them directly.
* Per North Dakota Century Code, it is the responsibility of the ticket holder to remove all tangible marking material (ex - pin flags) upon completion of the excavation. Failure to comply is subject to penalties and fines up to $25,000.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 4461

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145383 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 280' north and 100' east on NE corner of intersection of 116th Ave & 76th Street.

Township 158N Range 97W Quarter SW4 Sec 11

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Intersection Modifications

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

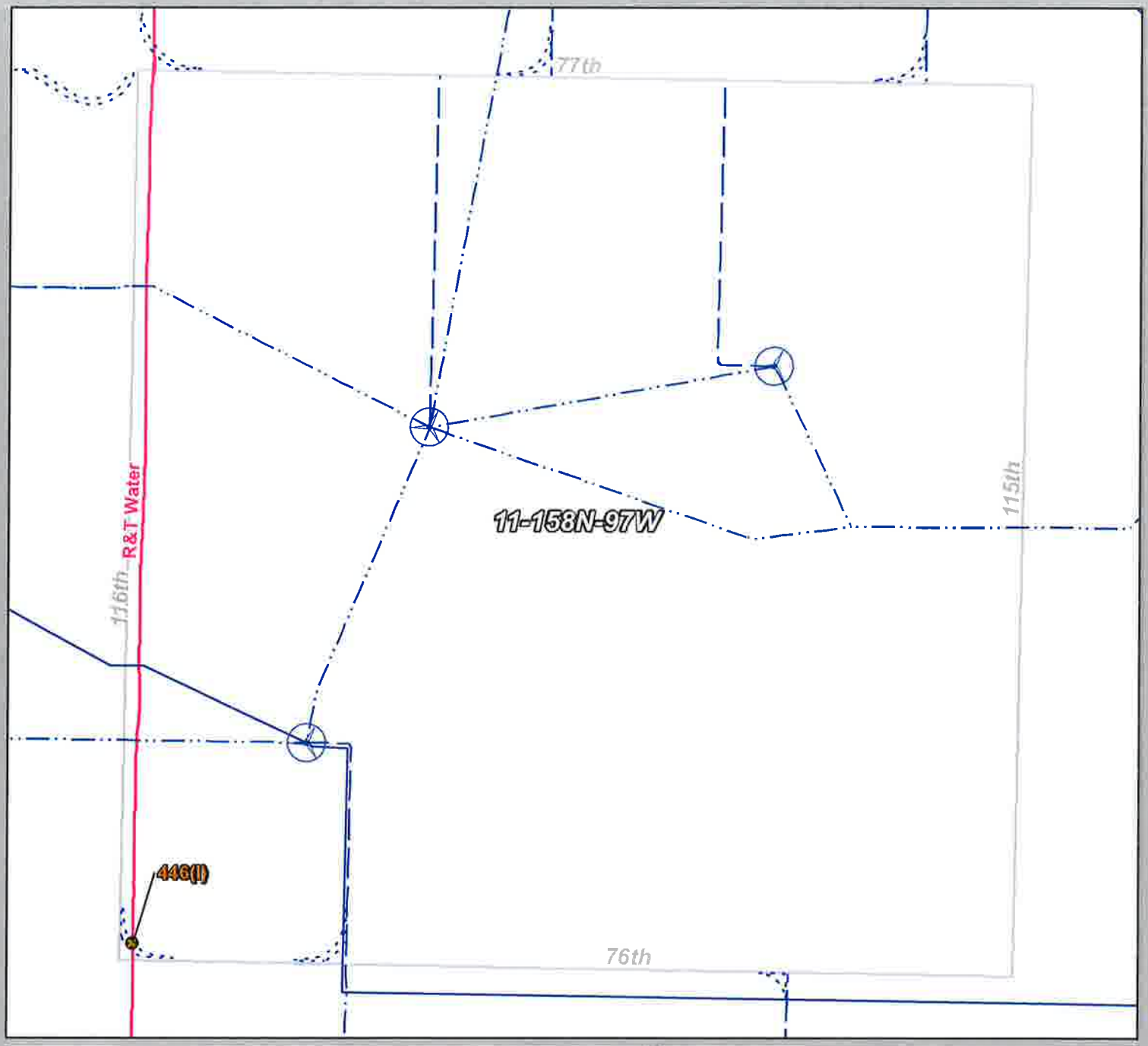
1. Lease 004

Unrecorded Wind Energy Lease and Easement by and between Mary Ann Ouradnik and Gary Ouradnik, wife and husband, Naomi Schachtschneider and Curt Schachtschneider, wife and husband, and Sandra Aamoth and Wayne Aamoth, wife and husband, and Aurora Wind Project, LLC, a Delaware limited liability company, dated February 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated February 1, 2017, recorded January 25, 2017, as Document No. 830386, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 003:

W½NW¼, SW¼ of Section 11, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel Nos.: 25-158-97-00-11-040, 25-158-97-00-11-050



Crossings

- Intersection Improvement (I)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 446I

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145383

Ticket Number: **18145383**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Not Complete/In Progress: Locator has spoken with the excavator and made arrangements. refer to nwcomm01
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 5051

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145382 One Call Info Attached (Y/N) Y

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 Company Fax No. 913-888-0390

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County City/Town New Home TWP

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross 280' north and 100' east on NE corner of intersection of 116th Ave & 77th Street.

Township 158N Range 97W Quarter SW4 Sec 2

Tunneling (Y/N) No Boring (Y/N) No Depth N/A

Type of Structure Temporary Intersection Modifications

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

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9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By _____ Phone No. 913 888 9463

Conor Brauch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

_____

By: Craig Haskins

Its: General Manager

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

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11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

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17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

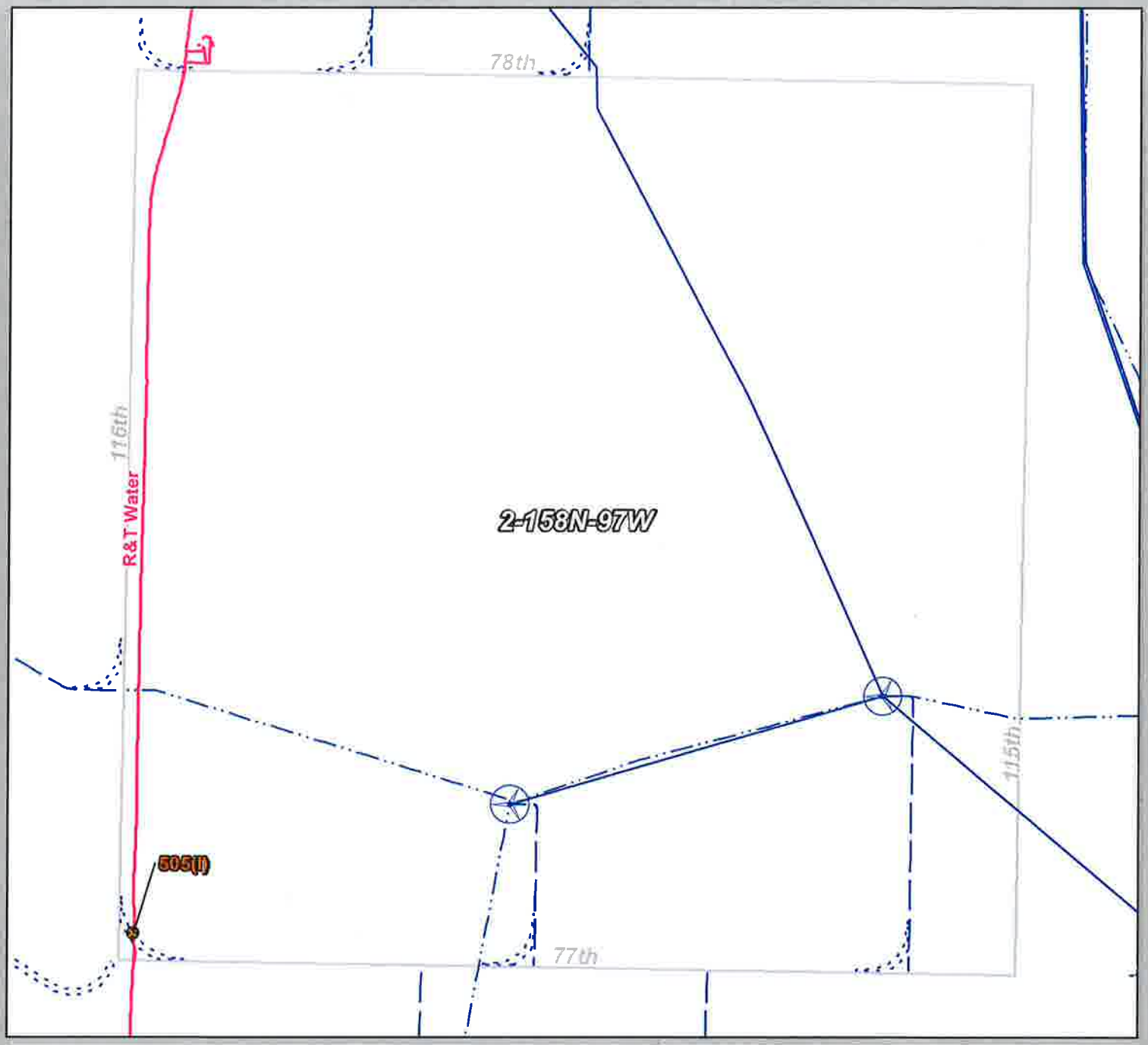
1. Lease 030

   Unrecorded Wind Energy Lease and Easement by and between LaDonna J. Christopherson, a single person, and LaDonna J. Christopherson, Personal Representative of the Estate of Dale V. Christopherson, deceased, and Aurora Wind Project, LLC, a Delaware limited liability company, dated July 15, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated July 15, 2017, recorded July 27, 2017, as Document No. 838159, in the County of Williams, in the State of North Dakota, as to the following real estate and property:

   Tract 001:

   S½ of Section 2, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota. LESS AND EXCEPT Beginning at a point Thirty Nine (39) Rods due east of the Southwest (SW¼) corner of the Southwest Quarter (SW) of Section Two (2), Township One Hundred Fifty Eight (158), Range Ninety Seven (97) thence due east and along the south line of the Southwest Quarter (SW) of Section Two (2), Township One Hundred Fifty Eight (158), Range Ninety Seven (97) a distance of Twenty rods (20) then due North and at right angles a distance of Fourteen rods thence due west and at right angles a distance of Twenty rods thence south and at right angles a distance of Fourteen rods to the point of beginning being a tract of two acres.

   Parcel Nos.: 25-158-97-00-02-030, 25-158-97-00-02-050



Crossings

- Intersection Improvement (I)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossing 505I

N

0 500 1,000 2,000 Feet

Sharon Pietras

From:	nd@occinc.com
Sent:	Tuesday, October 09, 2018 1:48 PM
To:	Shannon Klundt
Subject:	Ticket: 18145382

NORTH DAKOTA ONE CALL

You can check that the ticket information and mapping location are correct, and that no work will take place outside the area indicated on the map, by clicking on the TicketLINK. Should any changes be needed, you can use the 'Update' or 'Correct' Ticket functions on ITIC.

The map is ONLY used to determine which facility operators may have facilities in your dig area. The Utilities do NOT receive a copy of this map. The precise excavation area and scope of work MUST be described in the extent of work field on the ticket.

The TicketLINK may also be used to view utility status, request a 'Relocate' or 'Cancel' a request. If you have any questions, call 563-884-7762.

Ticket Summary

NOTICE OF INTENT TO SURVEY		**SURVEY**			
Request #:	18145382				
Original Call Date:	10/09/18	**Time:**	1:47 PM CT	**Type:**	WEB
Work to Begin Date :	10/17/18	**Time:**	12:01 AM CT		

Work Information

Location: County:	WILLIAMS	**City:**	NEW HOME TWP	**City Limits:**	N
Address / Street:	0 115				
Near Intersection:	77				
CallerTwp:	158N	**Rng:**	97W	**Sect-Qtr:**	2
Map Twp:	158N	**Rng:**	97W	**Sect-Qtr:**	2

Excavation Type:	**Depth:**	3FT	**Explosives:**	N	**Tunneling/Boring:**		N
White Lining:	MAP						
Type of Work:	BASE MAPPING FOR PROPOSED WIND FARM						

Extent of Work:

MARK ENTIRE SECTION 2

Remarks:

RECEIVING ELECTRONIC DATA

Caller Information

Company:	WESTWOOD PROFESSIONAL SERVICES	**Call Back:**	
Address:	3701 12TH ST N; ST CLOUD, MN 56303		
Contact Email:	SHANNON.KLUNDT@WESTWOODPS.COM		
Work For:	TRADEWIND ENERGY		
Contact Name:	SHANNON KLUNDT	**Phone:**	320-253-9495
Type:	CONTRACTOR	**Fax:**	320-253-8737
Alt. Contact:	MIKE KERN	**Phone:**	320-229-2309

Surveyor Information

Surveyor:	SHANNON KLUNDT	**Phone:**	320-229-2307
Company:	WESTWOOD PROFESSIONAL SERVICES		
Address:	3701 12TH STREET NORTH ; ST. CLOUD, MN 56303		

Members Notified

Code	COMPANY NAME	Phone
CNT05	CONTINENTAL RESOUR	(701)641-1323
KMHLND1	KINDER MORGAN/HILA	(701)580-7683
MOUNT01	MOUNTRAIL/WILLIAMS	(701)577-3765
NWCOMM01	NORTHWEST COMMUNIC	(701)568-3331
RTWATR01	R&T WATER SUPPLY C	(701)641-0412
WAWSA01	WESTERN AREA WATER	(701)774-6605
WMSRW01	WILLIAMS RURAL WAT	(701)774-8915

Location Information

Number of Survey Locations: 1

Below are the farthest NW and SE coordinates of the Survey Polygon(s). Please use "Link to Tkt" to access all points.

Poly 1: NW Lat:	48.5465500	**Lon:**	-103.1899150	**SE Lat:**	48.5319930	**Lon:**	-103.1679730

Excavator Responsibilities

* If there are any private underground facility operators in the excavation area, you should notify them directly.
* Per North Dakota Century Code, it is the responsibility of the ticket holder to remove all tangible marking material (ex - pin flags) upon completion of the excavation. Failure to comply is subject to penalties and fines up to $25,000.

R&T Water Supply Commerce Authority
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T Craig Haskins

Date 7-25-2019

Work to Commence On _____

Ref # 559I & 77P

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 18145395 _____ One Call Info Attached (Y/N) _____

Company Name Aurora Wind Project, LLC

Company Address 16105 W. 113th Street, Suite 105, Lenexa, Kansas 66219

Company Phone No. 913-888-9463 _____ Company Fax No. _____

Person(s) Coordinating for Company
Name Justin Larson Phone No. 913-544-5570

Contractor Name Gary Zahalka Phone No. 701-866-9254

Line Being Crossed Pipeline in Williams County, North Dakota

Location of Work: See Exhibit

County Williams County _____ City/Town New Home TWP _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street 2,520' South and 90' east of intersection of 116th Ave & 76th St.

Township 158N _____ Range 97W _____ Quarter NW4 Sec 14 _____

Tunneling (Y/N)No _____ Boring (Y/N) No _____ Depth N/A

Type of Structure Temporary Crane Path Route; New Project Access Drive and temporary entrance work

Work Being Done Wind Energy Project

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water Supply Commerce Authority ("R&T") for permission to cross R&T's right of way, pursuant to, but not limited to, the agreements described on Exhibit "A" attached hereto, and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described on Exhibit "B" attached hereto and on the map attached as Exhibit "C". R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.

    a. If your Company fails to comply with this Agreement, R&T may, in its sole, reasonable discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of $5,000.00 against your Company, or (4) undertake any and all other remedies as the same may be allowed and provided for under applicable law.

2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line, if not crossing at a ninety degree (90°) angle as set forth in Section 3.b. below and in a location(s) other than as shown on Exhibit A attached hereto, and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.

3. Unless otherwise approved in writing by R&T,

    a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.

    b. The Structure shall be a minimum of four (4) feet above or below R&T's Line.

    c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.

        i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. For avoidance of doubt, ten (10) days or more notice shall be adequate notice. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of $5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T,

and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding. R&T agrees to provide information regarding any bedding during Company's meeting with R&T pursuant to Section 2 of this Agreement and the parties shall work to mutually agree on acceptable mitigation of any bedding disturbance.

e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.

f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.

g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.

h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.

4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the reasonable discretion of R&T for the safety and protection of persons and property, including, but not limited to, lowering R&T's Line and using concrete caps.

5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay $1,000.00 to R&T for each "hit" to R&T's Line and shall pay all actual expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the reasonable discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.

6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company, except to the extent caused by the negligence or intentional acts of R&T.

7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.

8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as R&T shall reasonably require to protect R&T's Line for the safety and protection of persons and property.

9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.

10. Within thirty (30) days of completing the construction of the Aurora Wind PRoject, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

If the Structure is installed above R&T's Line (whether above or below the surface) your Company agrees to hold R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of your Company's Structure, caused by, or growing out of, or arising in connection with the R&T's reasonable and necessary construction, use, maintenance, removal or installation of its lines within the R&T easement area excepting any intentional acts or gross negligence of R&T.

11. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner Aurora Wind Project, LLC Date 7/25/19

By [signature] Phone No. 913 888 9463

Conor Branch, Authorized Representative

Contractor _____ Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

Date: 7-25-2019

R&T WATER SUPPLY COMMERCE AUTHORITY

[signature]

By: Craig Haskins

Its: General Manger

EXHIBIT A

R&T Easements

1. Right-of-Way Easement, dated June 25, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689272, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

2. Right-of-Way Easement, dated February 1, 2010 and filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689274, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

3. Right of Way Easement dated January 11, 2010, filed for record June 2, 2010 at 9:21 AM, as Document No. 689279, granted in favor of the City of Wildrose Water Pipeline. See instrument for particulars. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

4. Right of Way Easement dated November 19, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689285, in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

5. Right of Way Easement dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, as Document No. 689288, in favor of the City of Wildrose. Conveyance and Assignment of Pipeline and Right-of-Way Easements dated October 3, 2016, filed for record October 26, 2016 at 9:10 AM, as Document No. 827907, in favor of R&T Water Supply Commerce Authority.

6. Right-of-Way Easement, dated January 4, 2010 and filed for record June 2, 2010, recorded as Document No. 689290, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

7. Right-of-Way Easement, dated January 6, 2010 and filed for record June 2, 2010, recorded as Document No. 689291, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

8. Right-of-Way Easement, dated December 2, 2009, filed for record June 2, 2010 at 9:21 AM, recorded as Document No. 689303, granted in favor of City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

9. Right-of-Way Easement, dated June 25, 2010 and filed for record July 7, 2010 at 9:30 AM, recorded as Document No. 691702, granted in favor of the City of Wildrose. Thereafter, Conveyance and Assignment of Pipeline and

Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

10. Right-of-Way Easement Agreement dated September 10, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815618, granted in favor of R&T Water Supply Commerce Authority.

11. Right of Way Easement Agreement dated July 21, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815639, in favor of R & T Water Supply Commerce Authority.

12. Right-of-Way Easement Agreement, dated November 2, 2015 and filed for record November 18, 2015 at 1:55 PM, recorded as Document No. 815655, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

13. Right of Way Easement Agreement dated November 11, 2015, filed for record November 18, 2015 at 1:55 PM, Document No. 815659, in favor of R & T Water Supply Commerce Authority.

14. Right-of-Way Easement Agreement, dated November 20, 2015 and filed for record December 24, 2015 at 8:53 AM, recorded as Document No. 817200, granted in favor of R & T Water Supply Commerce Authority, a political subdivision.

15. Right-of-Way Easement Agreement dated November 16, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817219, in favor of R & T Water Supply Commerce Authority.

16. Right of Way Easement Agreement dated September 22, 2015, filed for record December 24, 2015 at 8:53 AM, as Document No. 817220, in favor of R & T Water Supply Commerce Authority.

17. Right of Way Easement Agreement dated December 10, 2015, filed for record March 10, 2016 at 8:27 AM, as Document No. 820452, in favor of R & T Water Supply Commerce Authority.

18. Right-of-Way Easement Agreement, dated May 11, 2016 and filed for record May 17, 2016 at 12:43 PM, recorded as Document No. 822780, granted in favor of R&T Water Supply Commerce Authority.

19. Conveyance and Assignment of Pipeline and Right-of-Way Easement, dated October 3, 2016 and filed for record October 26, 2016 at 9:10 AM, recorded as Document No. 827907, granted in favor of R&T Water Supply Commerce Authority.

EXHIBIT B

Location of Crossing

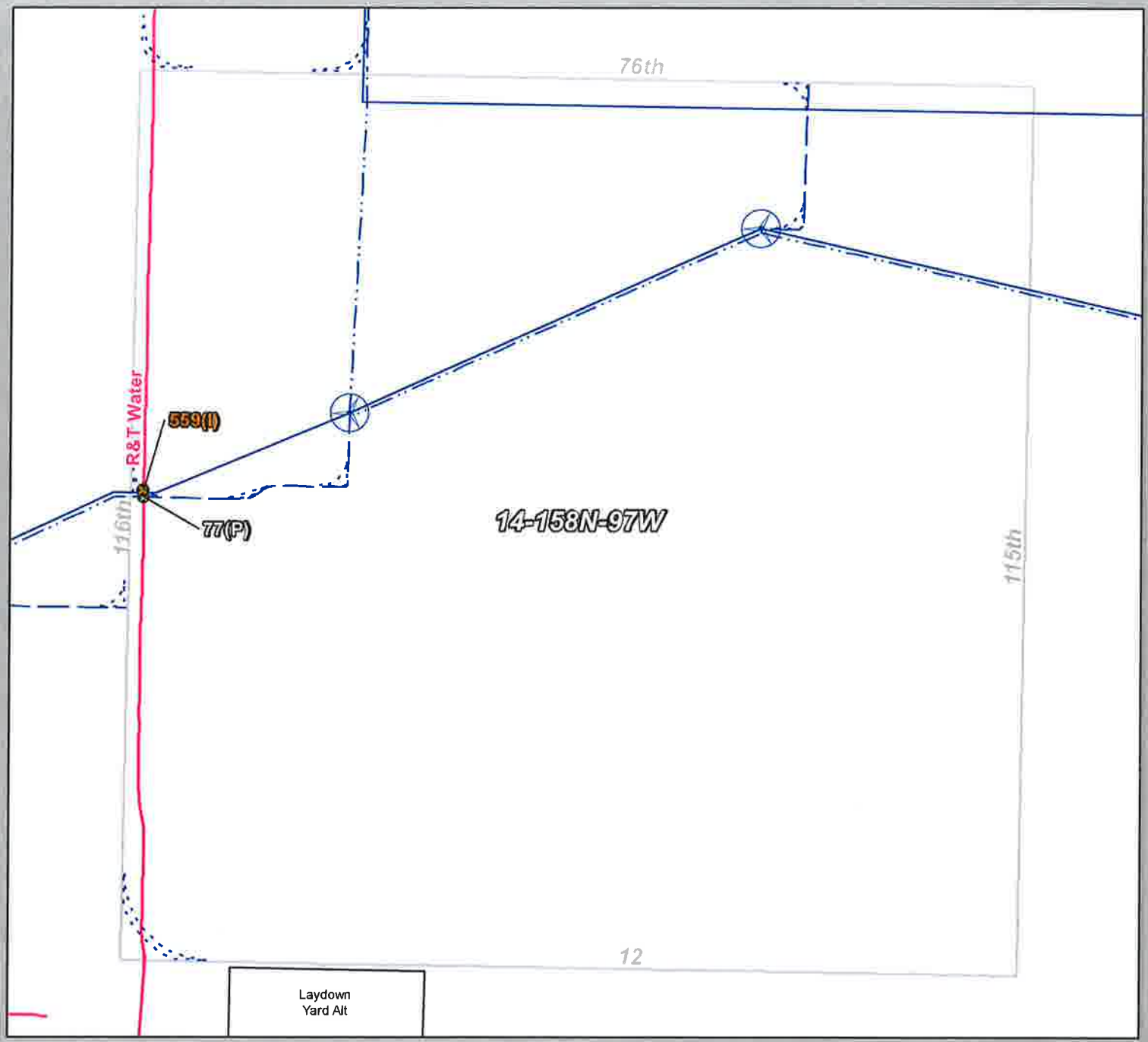
1. Lease 043

Unrecorded Wind Energy Lease and Easement by and between S & C Farms, LLLP, a North Dakota limited liability partnership, and Aurora Wind Project, LLC, a Delaware limited liability company, dated December 1, 2017, as evidenced by that certain Memorandum of Wind Energy Lease and Easement dated December 1, 2017, recorded November 13, 2017, as Document No. 841901, as amended by that certain First Amendment to Wind Energy Lease and Easement Agreement dated June 1, 2018, as evidenced by that certain Amended and Restated Memorandum of Wind Energy Lease and Easement, dated June 1, 2018, recorded May 11, 2018 as Document No. 847792, all in the County of Williams, in the State of North Dakota, as to the following real estate and property:

Tract 004:

NW¼ of Section 14, Township 158 North, Range 97 West of the 5th P.M., Williams County, North Dakota.

Parcel No.: 25-158-97-00-14-020



Crossings

- Turbine Access Road (P)
- Intersection Improvement (I)

Aurora Array & Design (Including Alternates)

- A054R1 300MW
- Access Road
- Crane Path
- Intersection Upgrade
- Collection Line
- Project Facility

Facilities

- Utility Line

Date: 7/31/2019

Exhibit C

Crossings 559I & 77P

N

0 500 1,000 2,000 Feet

Sharon Pietras

From: nd@occinc.com
Sent: Wednesday, October 17, 2018 12:15 AM
To: Shannon Klundt
Subject: Ticket Check Status for ND Ticket 18145395

Ticket Number: **18145395**
Location: 115 NEW HOME TWP, ND

As of **10/17/18 0:15 CDT**, participating facility owners have responded to Ticket Check as follows:

District Code	Status
HESS CORPORATION	Clear/No conflict
MOUNTRAIL/WILLIAMS ELECTRIC CO	Clear/No conflict
NORTHWEST COMMUNICATIONS COOP	Marked
NORTHWEST COMMUNICATIONS COOP	Marked
R&T WATER SUPPLY COMMERCE AUTH	Marked
SUMMIT MIDSTREAM PARTNERS, LLC	Not yet responded
WESTERN AREA WATER SUPPLY AUTH	Clear/No conflict

To review this ticket in its entirety, visit Search and Status ® on www.managetickets.com.