

**ADAIR COUNTY COMMISSION MINUTES**  
**MONDAY, APRIL 23, 2018**  
**10TH DAY APRIL REGULAR**

The Adair County Commission convened at 8:30 a.m. on April 23, 2018 in the Courthouse at Kirksville. All Commissioners were present.

At 9:00 a.m., the Commission met with Adair County Collector, Sonja Harden. Mrs. Harden presented the Collector's Annual Settlement for the year ended February 28, 2018. Presiding Commissioner Pickens signed off on the amount charged off for the 2013 Personal Property Tax year.

The Collector's new year began March 1, 2018. She has already contacted property owners regarding delinquent back taxes in preparation of the 2018 Back Tax Sale to be held on the 4<sup>th</sup> Monday in August.

Mrs. Harden has investigated a change in software providers. She attended a demonstration in Moberly, Missouri as well as at the annual Collector's Association conference. The change is anticipated for late summer to early fall of 2018. She has spoken to and will coordinate the change with Brad Ray of Sprocket Technology who provides IT service to the County. The transition will provide better customer service, better communication between offices with enhanced report generation.

At 2:00 p.m., the Commission met with members of Terra-Gen, LLC for consideration and approval of the assent for a wind power project. Present at the meeting along with the Commission were Eric Bergstrom, Dan Thompson, and Bob Bergstrom.

Mr. B. Bergstrom stated they had met with the Schuyler County Commission this morning. The Schuyler County Commission signed and approved documents for a wind power project in their County that mirrors what they hope to be signed by the Adair County Commission today. Commissioner Thompson felt that all attorneys had worked well together on this project and all concerns had been addressed.

Terra-Gen, LLC representatives presented several documents to the Commission beginning with the "High Prairie Wind Project, County Road Crossing Report and Plan, for Adair County, Missouri" dated April 23, 2018 (Exhibit A).

Commissioner King then read aloud "Resolution Order No. 2018-1" which granted to TG High Prairie, LLC, its successors and assigns, an assent to use the public roads or highways of Adair County, Missouri, for the purpose of erecting, suspending and maintaining 345 KV transmission wires (Gen Tie) and related facilities, and 34.5kv electric cables (Collection System) and related facilities through, on, under, or across said public roads or highways pursuant to section 229.100 of the Revised Statutes of Missouri.....

Commissioner King motioned to adopt "Resolution Order No. 2018-1":

Continued on page 92

ATTEST:    
County Clerk Presiding Commissioner

## ADAIR COUNTY COMMISSION MINUTES

### MONDAY, APRIL 23, 2018

Continued from page 91

I move that the County Commission adopt the Resolution to grant assent under Sec. 229.100 RSMo for the wind power project and to authorize that the necessary documents be signed for the County to advance the wind power project as these documents are attach to the minutes of this meeting and made a part thereof. Commissioner Thompson seconded the motion. Presiding Commissioner Pickens concurred.

A roll call vote was taken:

1<sup>st</sup> District Commissioner King – YAY

2<sup>nd</sup> District Commissioner Thompson – YAY

Presiding Commissioner Pickens – YAY

Adair County Clerk, Sandra Collop:

Motion passes

“Resolution Order No. 2018-1” was signed by each Commissioner. The County Clerk also signed and attested the document.

Presiding Commissioner Pickens signed a “Letter of Assurance to the Adair County Commission” (EXHIBIT B) outlining the terms and conditions for what would become a Road Maintenance and Use Agreement (Road Agreement), by and between TG High Prairie, LLC and Adair County for the High Prairie wind Project.

Presiding Commissioner Pickens and Daniel Thompson, Vice President TG High Prairie, LLC, signed Attachment 1: “Form of the Road and Maintenance and Use Agreement” between TG High Prairie, LLC and Adair County. The County Clerk also signed and attested the document.

The representatives thanked the Commission for their time.


The Adair County Commission adjourned at 4:00 p.m. on April 23, 2018.

#### Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, April 23, 2018:

None

Continued on page 93

ATTEST:

  
County Clerk


  
Presiding Commissioner



ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 92

IN REF. ORDER NO 9 Collector's Annual Settlement for the year ended February 28, 2018

MISSOURI DEPARTMENT OF REVENUE		FORM 205 (REV 10-98)	
TAX ADMINISTRATION BUREAU		PAGE 1 OF 3	
COUNTY TAX SECTION		COLLECTOR'S ANNUAL SETTLEMENT	
ANNUAL SETTLEMENT OF SONJA HARDEN, COLLECTOR OF ADAIR COUNTY MISSOURI FOR THE YEAR ENDED FEBRUARY 28, 2018.			
SUMMARY OF CHARGES		SUMMARY OF CREDITS	
TOTAL CURRENT*	16,728,492.03	TOTAL COLLECTIONS*	16,880,826.92
TOTAL BACK AND PROTESTED	956,966.47	TOTAL DELINQUENTS	953,598.75
TOTAL OTHER	227,376.72	TOTAL ABATEMENTS	38,063.82
		TOTAL PROTESTED	68,117.63
		TOTAL IN LIEU OF TAX RECEIVED	32,230.10
TOTAL CHARGES	17,952,837.22	TOTAL CREDITS	17,952,837.22
TAX BOOK DIFFERENCES	0.00	TAX BOOK DIFFERENCES	
GRAND TOTAL CHARGES	17,952,837.22	GRAND TOTAL CREDITS	17,952,837.22
*TOTAL SURTAX IN THIS AMOUNT IF NOT SHOWN AS A SEPARATE DISTRIBUTION (NE \$314,303.69) OUT OF BALANCE 0.00			
DISTRIBUTIONS			
STATE	86,555.00	ADVERTISING (BACK TAX SALE)	0.00
GENERAL REVENUE	6,573.47	COUNTY CLERK	2,089.80
ROAD AND BRIDGE	795,878.58	COLLECTOR'S FEE (By City Contracts)	21,676.57
HEALTH CENTER	988,811.91	REVERSED PAYMENTS	0.00
BOH KOLB	11,942,278.49	COLLECTOR TAX MAINTENANCE FUND	22,086.55
LA PLATA FIRE DISTRICT	30,140.59	TAX SALE OVERAGE	0.00
CITY OF GREENTOP	5,405.26	CITY OF KIRKSVILLE	1,504,199.82
CERF	95,937.91	CITY OF BRASHEAR	24,936.31
LAPLATA NURSING HOME	9,004.24	CITY OF NOVINGER	18,207.87
ADAIR CO NURSING HOME	419,496.00	VILLAGE OF GIBBS	4,699.67
LIBRARY	421,026.89	ASSESSMENT FUND	236,734.50
AMBULANCE	0.00	COMMISSIONS, COUNTY	252,192.61
SENATE BILL 40	421,026.88	TRANSFERRED TO RESTRICTED ACCT	0.00
		TAX REFUNDED & OVERPAYMENTS	0.00
SUBTOTAL	14,806,233.22	SUBTOTAL	2,086,823.80
		TOTAL DISTRIBUTIONS	16,893,057.02
OUT OF BALANCE 0.00			
I, SANDRA COLLOP, CLERK OF THE COUNTY COMMISSION OF ADAIR COUNTY HEREBY CERTIFY THE ABOVE AND THE ATTACHED TO BE A COPY OF THE ANNUAL SETTLEMENT OF THE COUNTY COLLECTOR WITH THE COUNTY COMMISSION ON THE 23RD DAY OF APRIL, 2018, FOR THE YEAR ENDING FEBRUARY 28, 2018. AS THE SAME APPEARS OF RECORD IN MY OFFICE. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE COUNTY COMMISSION OF ADAIR COUNTY. DONE AT MY OFFICE IN KIRKSVILLE, MISSOURI THIS 23RD DAY OF APRIL, 2018.			
			

CHARGES		CREDITS	
2017 LAND TAX BOOK		2017 LAND TAX BOOK	
FROM TAX BOOK	11,133,262.58	BY COLLECTIONS*	10,717,205.80
FROM ADDITIONS	154.00	BY DELINQUENT	266,029.22
FROM FCL AND PTL PAYMENTS*	5,647.81	BY ABATEMENTS	152.80
		BY PROTESTED	47,058.50
RECHARGED PROTESTED	0.00	BY IN LIEU OF (Cons Dept)	5,647.81
2017 PERSONAL TAX BOOK		2017 PERSONAL TAX BOOK	
FROM TAX BOOK	3,727,592.50	BY COLLECTIONS	3,690,417.95
FROM ADDITIONS	115,490.36	BY DELINQUENT	246,307.44
PROTESTED	0.00	BY ABATEMENTS	7,203.58
		BY PROTESTED	0.00
2017 UTILITY TAX BOOK		2017 UTILITY TAX BOOK	
FROM TAX BOOK	1,492,874.48	BY COLLECTIONS	1,492,874.48
FROM ADDITIONS		BY DELINQUENT	0.00
RECHARGED PROTESTED	21,059.07	BY ABATEMENTS	0.00
		BY PROTESTED	21,059.07
2017 RAILROAD TAX BOOK		2017 RAILROAD TAX BOOK	
FROM TAX BOOK (INCLUDES AIRLINES)	221,184.28	BY COLLECTIONS	232,416.26
FROM PRIVATE CARS	11,230.88	BY DELINQUENT	0.00
FROM ADDITIONS (TAX BOOK)		BY ABATEMENTS	0.00
FROM ADDITIONS		BY PROTESTED	
2017 TAX BOOK		2017 TAX BOOK	
FROM TAX BOOK		BY COLLECTIONS	
		BY DELINQUENT	
		BY ABATEMENTS	
		BY PROTESTED	
2017 TAX BOOK		2017 TAX BOOK	
FROM TAX BOOK		BY COLLECTIONS	
		BY DELINQUENT	
		BY ABATEMENTS	
		BY PROTESTED	
TOTAL CURRENT CHARGES	16,728,492.03	TOTAL CURRENT CREDITS	16,728,492.03
		OUT OF BALANCE 0.00	

CHARGES		CREDITS	
BACK AND PROTESTED		BACK AND PROTESTED	
2016 AND PRIOR LAND TAX BOOK		2016 AND PRIOR LAND TAX BOOK	
FROM TAX BOOK	576,269.20	BY COLLECTIONS	328,754.00
FROM ADDITIONS		BY DELINQUENT (2004 through 2016)	241,504.22
FROM IN LIEU OF (Kv Housing)	28,662.20	BY ABATEMENTS	3,993.99
FROM PROTESTED ACCOUNT	0.00	BY IN LIEU OF (Kirkville Housing)	26,642.24
2016 AND PRIOR PERSONAL TAX BOOK		2016 AND PRIOR PERSONAL TAX BOOK	
FROM TAX BOOK	310,391.88	BY COLLECTIONS	271,740.62
FROM ADDITIONS	84,492.80	BY DELINQUENT (16, 19, 14)	96,417.38
FROM RECHARGED WRITEDOFFS	0.00	BY ABATEMENTS	1,814.71
		BY CHARGED OFF (2013 TAX YEAR)	24,911.79
2016 AND PRIOR RAILROAD & AIRLINES TAX BOOK		2016 AND PRIOR RAILROAD & AIRLINES TAX BOOK	
FROM TAX BOOK	1,230.49	BY COLLECTIONS	0.00
FROM ADDITIONS	0.00	BY DELINQUENT	1,230.49
		BY ABATEMENTS	0.00
		BY PROTESTED	
2016 AND PRIOR UTILITIES TAX BOOK		2016 AND PRIOR UTILITIES TAX BOOK	
FROM TAX BOOK	0.00	BY COLLECTIONS	0.00
FROM ADDITIONS	0.00	BY DELINQUENT	0.00
		BY ABATEMENTS	0.00
		BY PROTESTED	0.00
2016 AND PRIOR PROTESTED TAX BOOK		2016 AND PRIOR PROTESTED TAX BOOK	
DISTRIBUTED PROTESTED TAX	0.00	BY COLLECTIONS	0.00
	0.00	BY REFUNDS AND ABATEMENTS	0.00
		BY PROTESTED	0.00
TOTAL BACK AND PROTESTED	956,966.47	TOTAL BACK AND PROTESTED	956,966.47
		OUT OF BALANCE 0.00	
OTHER			
FROM INTEREST ON TAXES	128,210.69	BY COLLECTIONS	193,370.60
FROM PENALTIES (FEES 2% ADD-ON ETC.)	20,681.95	BY COLLECTIONS	20,681.98
FROM INTEREST ON INVESTMENTS	0.00	BY COLLECTIONS	0.00
FROM LICENSES	1,916.00	BY COLLECTIONS	1,916.00
FROM TAX SALE OVERAGE	0.00	BY COLLECTIONS	0.00
COUNTY CLERK	173.80	COUNTY CLERK	173.80
ADVERTISING	1,335.54	ADVERTISING	1,335.54
COLLECTOR'S FEE (City Contracts)	3,797.67	COLLECTOR'S FEE (City Contracts)	3,797.67
LICENSE TO CERF	9,690.00	LICENSE TO CERF	9,690.00
COMMISSION TO CERF	36,506.43	COMMISSION TO CERF	39,506.42
TAX MAINTENANCE FUND	22,086.55	BY COLLECTIONS	22,086.55
RETURNED CHECK FEES/OVERPAYS & MISD	0.00	FROM PROS ATTORNEYS/ OTHER SOURCE	0.00
TOTAL OTHER CHARGES	227,376.72	TOTAL OTHER CREDITS	227,376.72
		OUT OF BALANCE 0.00	

Continued on page 94

ATTEST:



County Clerk



Presiding Commissioner





ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 94

1. Introduction of the High Prairie Project

TG High Prairie, LLC, an affiliate of Terra-Gen\* is developing the High Prairie Wind Project (the "Project") located in Schuyler and Adair Counties, Missouri. The Project is expected to be in operation by 2020 with a total capacity of up to 400 megawatts of generation. To date, TG High Prairie has secured over 70,000 acres of wind lease option rights with over 200 landowners in Schuyler and Adair Counties.

TG High Prairie, LLC, is pleased to present this County Road Crossing Report and Plan which provides relevant safety and design information in support of its assent request. The report identifies where the Project proposes to cross county roads and highways in Adair County (the "County"). The Project is also submitting a Letter of Assurance to the County for the use of the roads, a draft Road Maintenance and Use Agreement and Resolution granting the requested assents. We look forward to working with the County Commission and staff on this matter.

The Project has been collecting meteorological data from towers erected in the area for over seven years. The wind resource is robust and will provide to the market an abundant supply of affordable electric energy generated from wind. With the construction of ATXI's 345 kV Mark Twain transmission line, the Project can build over 400 MW of wind energy generation in the area.

The Project is in the process of finalizing acquisition of the necessary land rights and completing the transmission studies. Due to positive market conditions, TG High Prairie, LLC anticipates beginning construction on the Project in 2019 and achieving commercial operation in 2020. The Project will include up to 200 wind turbine generators. The time is ripe for the Project to request the necessary assents.

Each wind turbine generator will be on private property with private access roads to the turbines. A system of underground cables will collect the power generated at each wind turbine and connect it to a Project substation (the "Collection System"). The substation will be located geographically to collect all the energy. The substation will be on private property. At the Project's substation, the electric energy gathered in the Collection System will be "stepped up" in a transformer from 34.5kV to 345 kV.

From the Project's substation, the energy will then be transmitted to ATXI's Mark Twain 345kV line via above ground ("overhead") conductors. If there are two substations they will be connected with 345kV overhead conductors. These overhead conductors linking the wind farm substations to the transmission line will be owned by the Project and are commonly referred to as a Gen Tie. At the point where the Gen Tie connects to the yet to be built Mark Twain transmission line, ATXI will own a switchyard, located on private property, to connect the Project to the 345kV line.

Private land rights are being obtained from the landowners for the underground collection system, the substations, the Generation Tie line ("Gen Tie"), and switchyard. Participation in the Project, by any landowner, is completely voluntary.

However, it will be necessary for the Projects Gen Tie and the Collection System to cross the public right of way. Missouri Revised Statute 229.100 holds that before electric conductors (underground Collection System and overhead Gen Tie) can be installed across any public road of any county, the assent of a majority of the County Commission shall be obtained.

\*Terra-Gen, is a successful renewable energy company, which focuses on developing, owning and operating utility scale wind and solar generation projects across the United States. Terra-Gen owns over 1,000 megawatts of wind, solar and geothermal projects.

2. Standards and Procedures Regulating the Project

The Project will ensure compliance with any and all applicable state and county regulations. The Project is designed to meet or exceed the requirements of the National Electrical Safety Code (NESC). The NESC is the relevant safety standard by which the County will evaluate this request for assent. The applicable edition is the 2017 Edition as approved by the American National Standards Institute on August 26, 2016, as modified by Errata thereto issued on March 31, 2017, and published by the Institute of Electrical and Electronics Engineers, Inc., 3 Park Avenue, New York, NY 10016-5997.

The NESC's purpose is "the practical safeguarding of persons and property during the installation, operation and maintenance of electric supply facilities..." (NESC-2017, Section 1.010A). It is the Project's responsibility to insure the above ground Gen Tie, and underground Collection System will be located and constructed in a manner that will not interfere with the safe use and maintenance of the public roads in Adair County.

Section 232 of the NESC provides the relevant requirements for the minimum vertical clearance required from the highest point on the roadway to the maximum sag of the lowest conductor. Using the applicable NESC provisions, a minimum clearance of 25 feet is required over any roadway for the Project's 345kV Gen Tie.

Section 252 of the NESC provides requirements for minimum depth under the roadway to the buried conductor installed in conduit. Using the applicable NESC provisions, a minimum depth of 48 inches is required under any roadway for the Project's Collection System.

The Project will use insulated underground cabling typically used by the wind industry for its buried Collection System. The Project will build the above ground Gen Tie utilizing single pole, single circuit structures. No H frame wooden structures will be used.

3. Road Crossing Locations and Illustrations

Based on information gathered thus far in the preliminary design phase, and based on maps provided from public sources, the Project team has determined the Gen Tie will cross the County roadways [in the locations described in Table 1, below]. The underground Collection System in Adair County will be buried in the public right of ways crossing County roadways in the locations described in Table 1, below.

The design process for the wind farm is dynamic. New information can influence the final placement of the underground Collection System crossings as the land acquisition effort is finalized. There are a number of other variables that can impact turbine placements. Such "micro siting" adjustments are typical as the Project design of a wind farm is finalized.

**3.1 Variance for Road-Crossings**

This Plan, in form and substance, represents what the Project will build, where it will build and when it will be built. However, like any large project there will be some changes. The Project commits to construct the road-crossings within 50 (fifty) yards on either side of the road-crossing coordinates provided herein as Table 1 below. In the event that a road-crossing coordinate is within 50 yards of a cross road, the 50-yard variance will be reduced below 50 yards to equal the distance from the listed coordinate to the cross road and the cross road will be the limit of the deviation. However, in recognition that siting of individual wind turbines uncovers topographical or other obstacles, upon County approval by a representative designated by the County Commission, the Project can locate crossings outside of the 50-yard variance where reasonable and appropriate, except in an event where a crossroad would limit the variance distance.

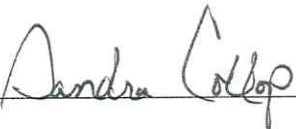
**3.2 Finalization of Road-Crossings**

After all necessary land rights have been executed and the locations of the wind turbines are finalized, but prior to the start of construction all relevant data will be verified in the field to ensure compliance with the assent granted by the County Commission.

After the Project is constructed and is in operation, the Project will cause an "as built" report to be created and submitted to the County Commission of Adair County. This report will demonstrate the Project's road-crossings are compliant with the standards and procedures contained in this Plan and are within the locations approved and acknowledged by the County Commission.

Each of the overhead or underground crossing locations above ground or buried, identified during the preliminary design phase are listed Table 1 found below.

Continued on page 96

ATTEST:    
County Clerk Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 95

As shown in Table 1, each crossing has a corresponding figure in Appendix 1. The map displays the road designation (County or State) and the coordinates of the crossing.

Appendix 2 illustrates a typical 'single pole' Gen Tie construction that will be in service at this Project. Appendix 3 illustrates the cross section of a typical underground 34.5 kV collection system trench under a road surface. Appendix 4 illustrates the cross section of a typical bored underground 34.5kV collection system crossing.

Appendix 5 illustrates the typical conductor sag for a 345kV conductor between two Gen Tie poles and the required 25-foot clearance above grade as required by the NESC.

3.3 Decommissioning of Electrical Assets in the Public Right-of-Way

In the event that wind turbines are decommissioned in whole or part, the Project will remove improvements within the public rights-of-way associated with the decommissioned wind turbines as follows: (a) all above grade improvements shall be fully removed; and (2) underground improvements shall be removed to a depth of thirty-six (36) inches below grade.

4. Conclusion

TG High Prairie, LLC has provided the foregoing information in support of its request to the County Commission to grant an assent required by Section 229.100, of the Revised Statutes of Missouri. Missouri law charges county commissions with the authority to ensure the safety of utility road crossings across county roads. The focus of this Plan is on the placement of the Project's facilities through, on, under or across the public right of way.

The Plan requests necessary flexibility for micro-siting adjustments to the crossings as the Project progresses. The Project will submit a report to the County after the Project is built and in operation demonstrating the Project is in accordance with applicable safety standards and within the locations the assents granted for road crossings.

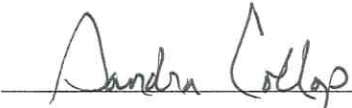
The Project has provided a Resolution for the assents and a Road Maintenance and Use Agreement with the County to ensure any road damage caused by the construction of the Project is repaired to its original pre-construction condition. Both Documents will reference this Report.


Table 1

Crossing Number	Latitude	Longitude	Road Name	State or County Road	Crossing Cable
A-001	40.3293911	-92.6108017	CRD COVOTE RD N	COUNTY	Overhead 34.5kV
A-002	40.32580185	-92.60639954	CRD COVOTE RD N	COUNTY	Overhead 34.5kV
A-003	40.32820129	-92.5659672	US 63 N	STATE	Overhead 34.5kV
A-004	40.32960129	-92.56596724	US 63 N	STATE	Overhead 34.5kV
A-005	40.3297047	-92.55390157	CRD ANCHOR WAY W	COUNTY	Overhead 34.5kV
A-007	40.33176071	-92.53420204	CRD MAPLE WAY E	COUNTY	Underground 34.5kV
A-008	40.3307938	-92.53330341	RT A S	STATE	Overhead 34.5kV
A-009	40.33000183	-92.53079957	CRD BUGLE WAY S	COUNTY	Overhead 34.5kV
A-010	40.34230042	-92.53029633	CRD EAST WAY N	COUNTY	Underground 34.5kV
A-011	40.33039856	-92.52970123	CRD EAST WAY N	COUNTY	Overhead 34.5kV
A-012	40.7723999	-92.52120209	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-013	40.33050156	-92.51650236	RT A S	STATE	Overhead 34.5kV
A-015	40.3307002	-92.51500048	CRD TRINITY WAY E	COUNTY	Overhead 34.5kV
A-016	40.34489822	-92.51300049	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-017	40.3740908	-92.51310022	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-018	40.34590132	-92.51000214	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-019	40.33660074	-92.50140381	RT A S	STATE	Underground 34.5kV
A-020	40.27949902	-92.50279999	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-023	40.3451004	-92.50260142	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-024	40.33190333	-92.5	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-025	40.33600074	-92.4980011	RT A S	STATE	Underground 34.5kV
A-028	40.3499996	-92.49790192	CRD CROW BARN WAY N	COUNTY	Underground 34.5kV
A-030	40.34220123	-92.49790192	CRD CROW BARN WAY N	COUNTY	Underground 34.5kV
A-031	40.34469986	-92.49790192	CRD CROW BARN WAY N	COUNTY	Underground 34.5kV
A-033	40.30145841	-92.49539948	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-034	40.30879974	-92.49539948	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-036	40.32229996	-92.49330129	CRD ATLANTIC WAY S	COUNTY	Underground 34.5kV
A-037	40.33050156	-92.49330129	CRD ATLANTIC WAY S	COUNTY	Overhead 34.5kV
A-040	40.33060074	-92.49299622	RT A S	STATE	Underground 34.5kV
A-041	40.30879974	-92.49259949	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-042	40.30145841	-92.49240112	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-043	40.27950042	-92.4923994	RT T W	STATE	Underground 34.5kV
A-046	40.31990332	-92.4923994	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-047	40.30145841	-92.48859958	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-048	40.30145841	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV
A-050	40.30450058	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV
A-051	40.30450058	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV
A-052	40.29750061	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV

A-051	40.31990332	-92.48859958	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-054	40.2841012	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV
A-056	40.2765007	-92.48859958	CRD SHERY WAY S	COUNTY	Underground 34.5kV
A-057	40.26190186	-92.48770142	CRD 114 S	COUNTY	Underground 34.5kV
A-058	40.30549841	-92.48759788	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-059	40.3306997	-92.48699956	RT A S	STATE	Underground 34.5kV
A-060	40.3306997	-92.48699956	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-061	40.27270126	-92.48339844	CRD GLOUSE WAY E	COUNTY	Underground 34.5kV
A-063	40.30889892	-92.48120117	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-064	40.30879974	-92.47979736	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-065	40.3306997	-92.47969818	RT A S	STATE	Underground 34.5kV
A-066	40.34210178	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Underground 34.5kV
A-069	40.34210178	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Underground 34.5kV
A-071	40.33039856	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Underground 34.5kV
A-073	40.3306997	-92.47820282	RT A S	STATE	Underground 34.5kV
A-076	40.33100128	-92.47820282	RT A S	STATE	Underground 34.5kV
A-077	40.30889892	-92.47488874	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-079	40.30510141	-92.47305875	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-080	40.31610102	-92.47305875	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-082	40.28050178	-92.47299957	RT T W	STATE	Underground 34.5kV
A-084	40.2819995	-92.46510315	CRD BASTOL WAY N	COUNTY	Underground 34.5kV
A-085	40.31610102	-92.46490043	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-086	40.25849915	-92.46200286	CRD BENTON WAY W	COUNTY	Underground 34.5kV
A-087	40.26050128	-92.46029745	CRD CLAY WAY S	COUNTY	Underground 34.5kV
A-088	40.25849918	-92.46029745	CRD CLAY WAY S	COUNTY	Underground 34.5kV
A-089	40.3307991	-92.45529718	RT A S	STATE	Underground 34.5kV
A-090	40.25849915	-92.45820137	CRD BENTON WAY W	COUNTY	Underground 34.5kV
A-091	40.28030024	-92.45703074	RT T W	STATE	Underground 34.5kV
A-092	40.31638862	-92.45301129	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-093	40.34399905	-92.45110311	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-094	40.33959962	-92.45110311	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-095	40.34519958	-92.45080072	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-097	40.32229996	-92.45059964	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-098	40.25440091	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-100	40.31090164	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-101	40.31180136	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-102	40.30609984	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-103	40.33112046	-92.44700167	RT A S	STATE	Underground 34.5kV
A-104	40.29130173	-92.44119982	CRD LORE FRIE WAY W	COUNTY	Underground 34.5kV
A-105	40.27119827	-92.44090271	CRD HAZEL GREEN WAY N	COUNTY	Underground 34.5kV
A-106	40.26760101	-92.44090271	CRD HAZEL GREEN WAY N	COUNTY	Underground 34.5kV

Continued on page 97

ATTEST:   
County Clerk

  
Presiding Commissioner



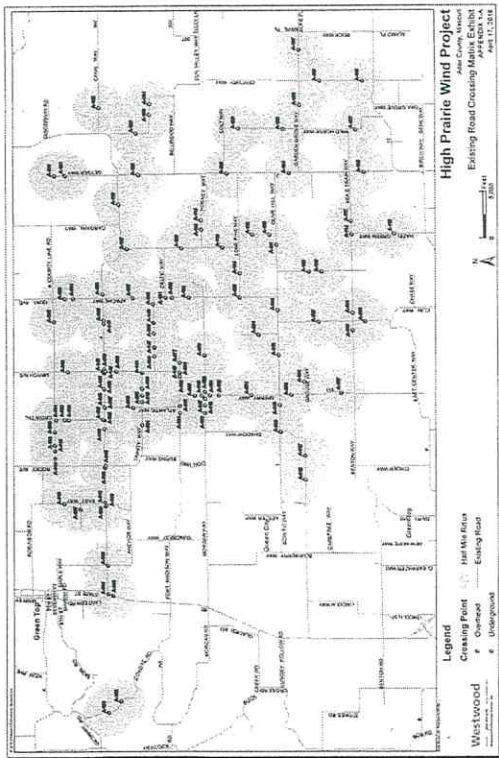
ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 96

A-107	40.32389832	-92.43199921	CRD WILLAMSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-108	40.30820084	-92.43180084	CRD WILLAMSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-110	40.29625898	-92.4315033	CRD WILLAMSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-111	40.2806015	-92.43046022	CRD OLIVE HILL WAY E	COUNTY	Underground 34.5kV
A-112	40.28760147	-92.4265376	CRD ARCTIC WAY S	COUNTY	Underground 34.5kV
A-113	40.28259558	-92.4265376	CRD ARCTIC WAY S	COUNTY	Underground 34.5kV
A-114	40.28707132	-92.4265376	CRD MILE TRAIN WAY E	COUNTY	Underground 34.5kV
A-115	40.24939853	-92.42620090	CRD HAZEL GREEN WAY N	COUNTY	Underground 34.5kV
A-116	40.30328868	-92.42448951	CRD HORNET WAY E	COUNTY	Underground 34.5kV
A-117	40.25489969	-92.42140138	CRD MILE TRAIN WAY E	COUNTY	Underground 34.5kV
A-118	40.30250168	-92.42083844	CRD HORNET WAY E	COUNTY	Underground 34.5kV
A-119	40.32630152	-92.41480255	RT A S	STATE	Underground 34.5kV
A-120	40.34489222	-92.40380096	CRD GEYSON WAY N	COUNTY	Underground 34.5kV
A-121	40.34180060	-92.40380096	CRD GEYSON WAY N	COUNTY	Underground 34.5kV
A-122	40.3205986	-92.4030026	RT J S	STATE	Underground 34.5kV
A-123	40.29499817	-92.40118824	RT J S	STATE	Underground 34.5kV
A-124	40.27680125	-92.40295888	RT J S	STATE	Underground 34.5kV
A-125	40.25510025	-92.40280151	RT J S	STATE	Underground 34.5kV
A-126	40.32109833	-92.38740376	CRD PLEASANT HILL WAY S	COUNTY	Underground 34.5kV
A-127	40.25749969	-92.38629933	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-128	40.27859679	-92.38620159	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-129	40.29359227	-92.38590222	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-130	40.31725845	-92.38560161	CRD PLEASANT HILL WAY S	COUNTY	Underground 34.5kV
A-131	40.31901152	-92.37800162	CRD CANAL WAY E	COUNTY	Underground 34.5kV
A-132	40.2737999	-92.37670135	CRD GARDEN GROVE WAY W	COUNTY	Underground 34.5kV
A-133	40.31725845	-92.37670135	CRD GARDEN GROVE WAY W	COUNTY	Underground 34.5kV
A-134	40.31725845	-92.37670135	CRD PLEASANT HILL WAY S	COUNTY	Underground 34.5kV
A-135	40.25550079	-92.36730194	CRD CENTURY WAY S	COUNTY	Underground 34.5kV
A-136	40.26780854	-92.36720176	CRD CENTURY WAY S	COUNTY	Underground 34.5kV
A-137	40.27889908	-92.35520172	CRD GARDEN GROVE WAY W	COUNTY	Underground 34.5kV
A-138	40.34500122	-92.50779724	CRD A COUNTY LINE RD W	STATE	Overhead 34.5kV
A-139	40.33100128	-92.40799192	CRD CROW BARN WAY N	COUNTY	Overhead 34.5kV
A-141	40.33065992	-92.47979736	RT A S	STATE	Overhead 34.5kV
A-143	40.33110046	-92.47979736	CRD WILLOW CREEK WAY N	COUNTY	Overhead 34.5kV
A-144	40.31965833	-92.47969818	CRD TRINITY WAY E	COUNTY	Overhead 34.5kV
A-145	40.30879974	-92.47969818	CRD FORT MADISON WAY E	COUNTY	Overhead 34.5kV
A-146	40.33025938	-92.47969818	CRD WILLOW CREEK WAY N	COUNTY	Overhead 34.5kV
A-147	40.31620026	-92.47969818	CRD CLOVER WAY E	COUNTY	Overhead 34.5kV
A-148	40.3307991	-92.46880181	RT A S	STATE	Overhead 34.5kV
A-149	40.33029944	-92.46880181	CRD CLOVER WAY E	COUNTY	Overhead 34.5kV

Appendix 1

Map of crossing locations referenced in Table 1.



Appendix 2

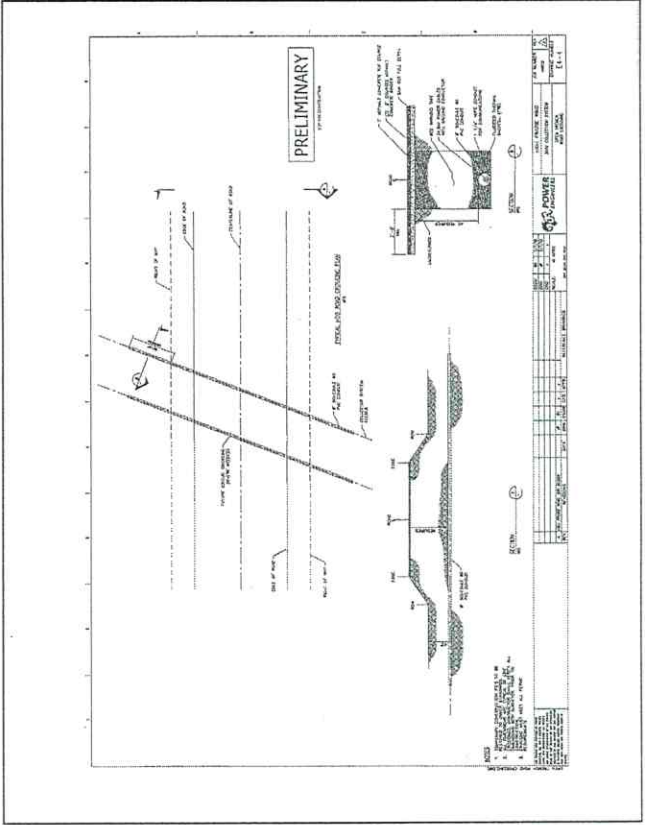
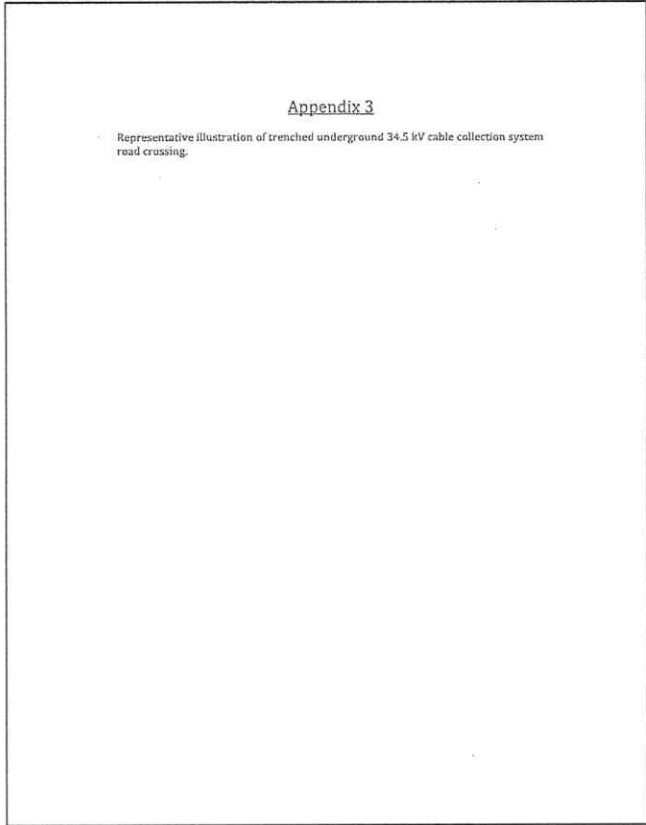
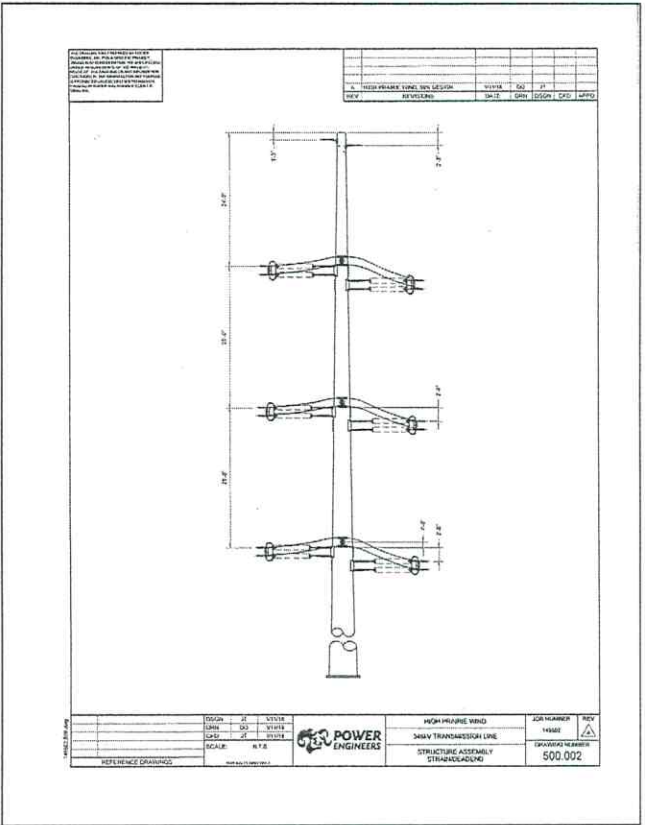
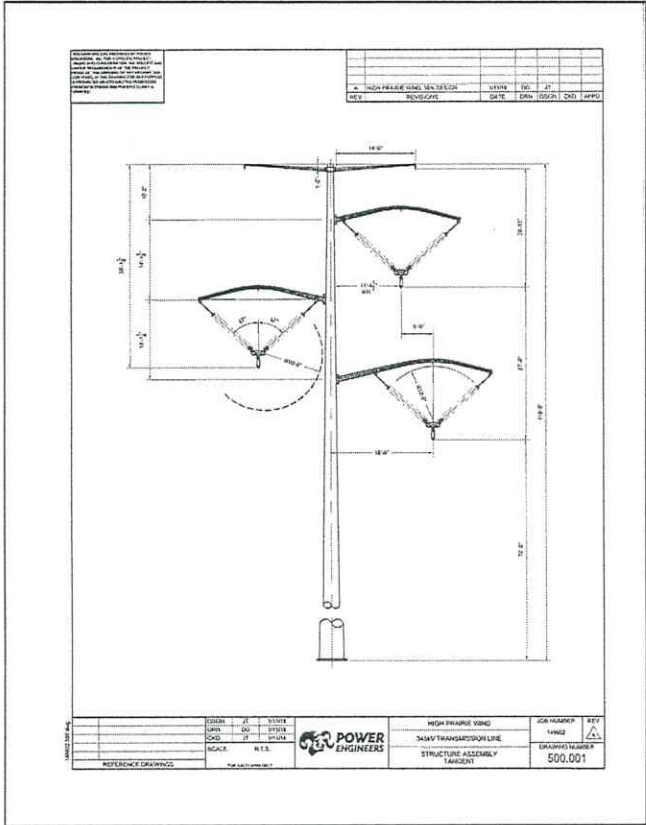
Representative illustration of a Gen Tie single pole 345kV structure with dimensions.

Continued on page 98

ATTEST: Andrea Collop County Clerk  
Stanley Pickens Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 97



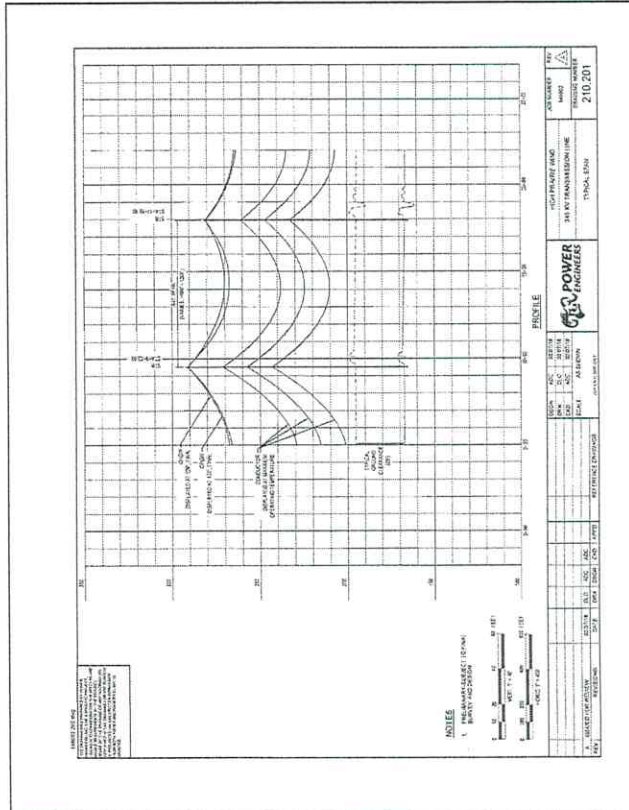
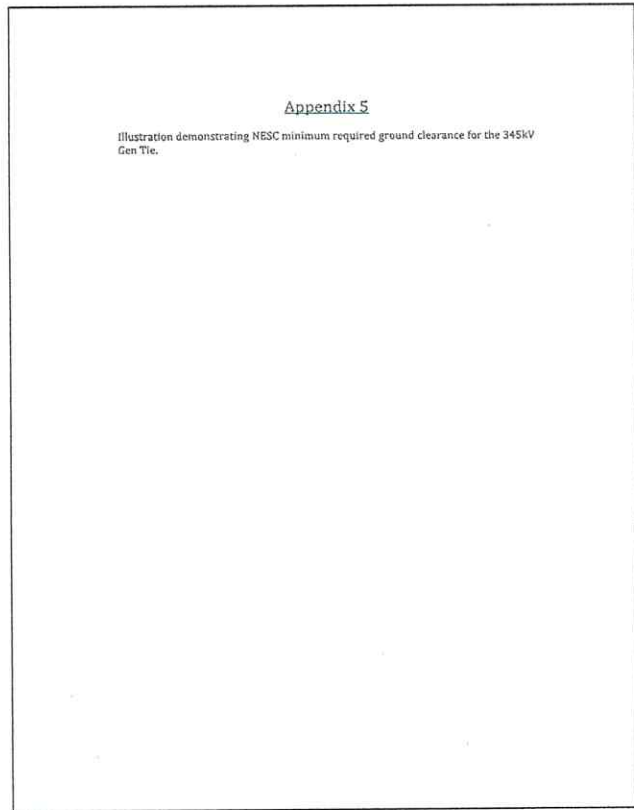
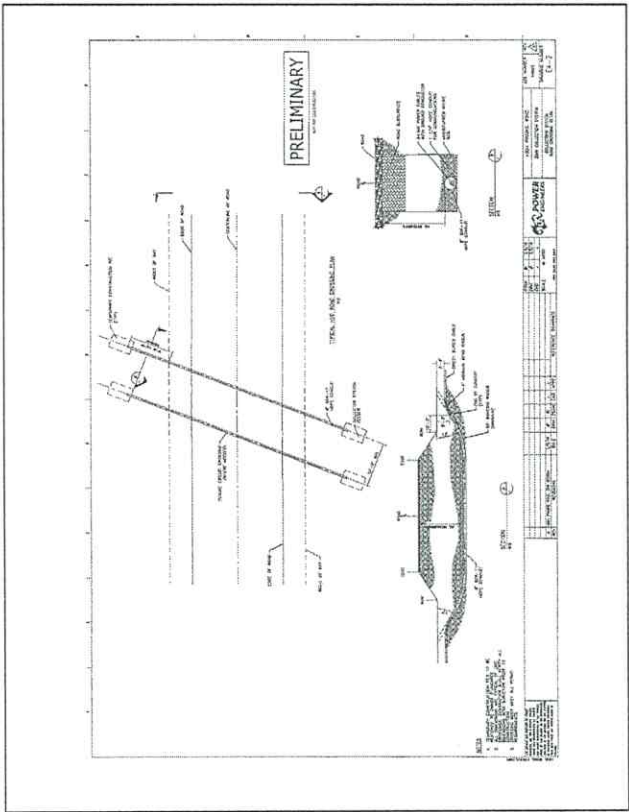
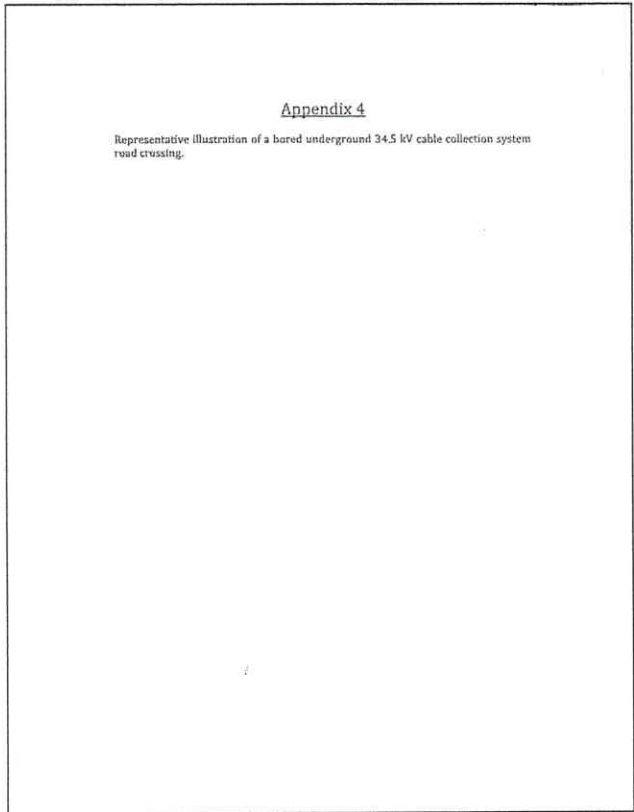
Continued on page 99

ATTEST: Dandra Collop County Clerk  
Stanley Pleban Presiding Commissioner



ADAIR COUNTY COMMISSION MINUTES  
MONDAY, APRIL 23, 2018

Continued from page 98



Continued on page 100


ATTEST: Dandra Collop Stanta Pickens  
County Clerk Presiding Commissioner

# ADAIR COUNTY COMMISSION MINUTES

## MONDAY, APRIL 23, 2018

Continued from page 99

IN REF. ORDER NO 12 Resolution Order No. 2018-1

<div> <div>RESOLUTION</div> <div> <p>AN ORDER GRANTING TO TG HIGH PRAIRIE, LLC, ITS SUCCESSORS AND ASSIGNS, AN ASSENT TO USE THE PUBLIC ROADS OR HIGHWAYS OF ADAIR COUNTY, MISSOURI, FOR THE PURPOSE OF ERECTING, SUSPENDING AND MAINTAINING 345KV TRANSMISSION WIRES (GENTIE) AND RELATED FACILITIES, AND 34.5KV ELECTRIC CABLES (COLLECTION SYSTEM) AND RELATED FACILITIES THROUGH, ON, UNDER, OR ACROSS SAID PUBLIC ROADS OR HIGHWAYS PURSUANT TO SECTION 229.100 OF THE REVISED STATUTES OF MISSOURI.</p> <p>WHEREAS, ADAIR County (the "County") is a third-class county and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and</p> <p>WHEREAS, TG High Prairie, LLC is duly authorized to conduct business in Missouri and to engage in the development, construction and operation of the proposed wind energy generation facilities, and related equipment known as the High Prairie Wind Project and related facilities and equipment; and</p> <p>WHEREAS, TG High Prairie, LLC intends to construct the High Prairie Wind Project which is a utility scale wind energy generation facility and related equipment, including an underground 34.5 kV collection system of electric conductors, and including a 345 kV Gen Tie to interconnect the wind farm with AT&amp;T's Mark Twain 345KV; and</p> <p>WHEREAS, TG High Prairie, LLC intends to suspend wires over and bury electric conductors under the public roads and highways in the manner and locations shown in TG High Prairie, LLC Road Grading Report and Plan, attached as Exhibit A to this Order and incorporated herein by reference and;</p> <p>WHEREAS, TG High Prairie, LLC plans to utilize the public roads and highways of the County as construction and haul routes as set out in Letter of Assurance to Adair County Commission, attached as Exhibit B to this order and incorporated herein by reference; and</p> <p>WHEREAS, the County acting by and through its County Commission, desires to grant TG High Prairie, LLC its assent pursuant to section 229.100 of the Revised Statutes of Missouri to suspend or bury and maintain its electric conductors and related facilities over or under the public roads or highways of the County.</p> <p>NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF ADAIR COUNTY, MISSOURI, AS FOLLOWS:</p> </div> </div>	<div> <div> <p>Section 1. There is hereby granted to TG High Prairie, LLC, its successors and assigns, the assent of Adair County, Missouri, pursuant to section 229.100 of the Revised Statutes of Missouri for the use of the public roads or highways of Adair County, Missouri, for the suspension and burial and maintenance of the electric conductors and related facilities through, on, under, over and across said public roads or highways, as shown in Exhibit A, in furtherance of TG High Prairie's High Prairie Wind Project and for such time as the High Prairie Wind Project is in existence. Notwithstanding the foregoing, the assent granted herein shall not be invalidated by the subsequent repeal of section 229.100 of the Revised Statutes of Missouri.</p> <p>Section 2. TG High Prairie, LLC, pursuant to the terms and conditions set out in Exhibit B, will hold the County and the County Commission harmless from all expenses or liability to the extent caused by any negligent act or omissions of TG High Prairie, LLC, and its contractors and agents hereunder.</p> <p>Section 3. This order shall be in force and effect from and after its passage.</p> </div> <div> <p>PASSED AND APPROVED, this 23<sup>rd</sup> day of April, 2018.</p> <div> <div>Stanley Pickens</div> <div>Stan Pickens</div> <div>Presiding Commissioner</div> </div> <div> <div>Bill Kins</div> <div>District 1 Commissioner</div> </div> <div> <div>Mark Thompson</div> <div>Mark Thompson</div> <div>District 2 Commissioner</div> </div> <div> <div>  <div> <div>Sandra Collop</div> <div>County Clerk</div> </div> </div> </div> </div> </div>
---	--

IN REF. ORDER NO 13 Letter of Assurance to Adair County Commission

<div> <div>EXHIBIT B</div> <div> <p>April 23, 2018</p> <p>Stan Pickens, Presiding Commissioner Adair County Commission 106 W. Washington St. Kirksville, MO 63501</p> <p>RE: Letter of Assurance to Adair County Commission</p> <p>Dear Mr. Pickens,</p> <p>This Letter of Assurance outlines the terms and conditions for what will become a Road Maintenance and Use Agreement (Road Agreement), by and between TG High Prairie, LLC, and Adair County for the High Prairie Wind Project (the Project). The Road Agreement (Form Road Agreement attached as Attachment 1) will govern TG High Prairie, LLC and its contractors' use of the Adair County roads, highways, bridges and right of ways for the purpose of building and operating the High Prairie Wind Project. The Project is expected to start construction in 2019 and be in operation by 2020. The Road Agreement will be executed before construction begins.</p> <p>In exchange for the use of the roads during construction and operation of the Project, as set forth in the Road Agreement, TG High Prairie, LLC, will agree to repair, replace and maintain the County's roads and bridges that will be used by it and its contractors subject to the terms of this letter and all attachments hereto. All repairs, replacements, and maintenance of county roads and bridges will be conducted according to and in compliance with all applicable engineering and safety standards in effect at the time of the work.</p> <p>TG High Prairie, LLC, will in consultation with a designee of the County, identify several construction routes to assist it in the safe construction of the Project (the Construction Routes). TG High Prairie, LLC and/or its contractors will secure all the necessary permits for any overweight and oversized vehicles before using the public roads for the Project, as required by MODOT.</p> <p>Before construction begins, the Project will survey the existing condition of the roads and bridges likely in the form of video documentation, which will be used to establish a baseline condition from which to measure any project-related damages. A baseline report will be created and shared with the County.</p> </div> </div>	<div> <div> <p>Some portion of the County's roads or bridges to be used as Construction Routes will need to be upgraded, at the Projects expense, as needed, before the vehicles can arrive on site. During the Project's construction, TG High Prairie, LLC will monitor the road conditions on the Construction Routes to ensure public safety and temporary repairs are made as may be necessary. Should a road-related issue arise during the construction of the Project, the County is encouraged to contact the Project or its contractor to discuss and investigate the issue.</p> <p>After construction, some roads or bridges on the Construction Routes may need to be repaired. Pursuant to the Road Agreement, TG High Prairie, LLC will repair the affected roads, highways, bridges and right of ways to the comparable condition existing before construction. In addition, during the life of the Project, TG High Prairie, LLC, further agrees to repair damages to the roads, bridges, or highways caused by the operation and /or maintenance of the Project, as outlined in the Road Agreement.</p> <p>Should repairs resulting from damages caused by the Project or improvements to the roads, highways and bridges on the Construction Route be required as a result of TG High Prairie, LLC's use of the County's roads and bridges, such work will be made in accordance with industry recognized standards pursuant to the road agreement.</p> <p>Subject to execution of a Road Agreement substantially in the form of Road Maintenance and Use Agreement (Attachment 1), the Commission agrees to grant the use of the County roads and bridges for construction and operation of the Project.</p> <p>Sincerely,</p> <div> <div>Daniel M Thompson</div> <div>Daniel M Thompson</div> <div>Vice President</div> <div>TG High Prairie, LLC</div> </div> <p>Attachment 1: Form of Road Maintenance and Use Agreement</p> <p>Agreed to the terms above:</p> <p>Adair County Commission</p> <div> <div>Stanley Pickens</div> </div> </div> </div>
---	---

Continued on page 101

ATTEST:

Sandra Collop

County Clerk

Stanley Pickens

Presiding Commissioner



Continued from page 100

IN REF. ORDER NO 14 Form of the Road Maintenance and Use Agreement

<p style="text-align: center;"><b>ATTACHMENT 1</b> <b>FORM OF THE</b> <b>ROAD MAINTENANCE AND USE</b> <b>AGREEMENT</b></p> <p>THIS AGREEMENT (the "Agreement"), made this <u>23</u> day of <u>April</u>, 2018, by and between TG High Prairie, LLC, a Delaware limited liability company authorized to do business in Missouri ("Wind Company") and Adair County, a political subdivision organized under Sec. 48.020 RSMo by and through the County Commission ("County"). For purposes of this Agreement, Wind Company and the County are, individually, referred to as a "Party", and collectively, as the "Parties".</p> <p style="text-align: center;">WITNESSED THAT:</p> <p>WHEREAS, Wind Company desires to construct, operate and maintain an approximately 400 megawatt wind electric generation and transmission project known as the High Prairie Wind Project ("Project"), which is planned to be located in Schuyler County and Adair County, Missouri;</p> <p>WHEREAS, Wind Company desires to use certain roadways on the County road system, as identified pursuant to Section 2 of this Agreement ("Haul Routes"), and to, among other things, haul materials and equipment related to the construction, installation, operation, maintenance and decommissioning of the Project using vehicles that exceed posted weight limits applicable to the Haul Routes ("Road Use");</p> <p>WHEREAS, the County has the authority to grant rights to the use of County property pursuant to Sec. 49.270 RSMo, and has the authority to enter into agreements pursuant to Sec. 432.070 RSMo;</p> <p>WHEREAS, the use by the Wind Company, its agents or contractors (collectively, the "Wind Company Related Parties") of the Haul Routes for Road Use could generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to pavement, bridges, and drainage structures;</p> <p>WHEREAS, Wind Company intends to restore or repair any such damages to the Haul Routes to the extent caused by Road Use conducted by the Wind Company Related Parties, such that the roadway surface, pavement, drainage structures, and bridges (collectively, "County Road Improvements") within the Haul Routes are returned to their pre-hauling condition(s) as provided below (in the case of bridges, if a bridge cannot be restored or repaired, then replaced), promptly upon notice by the County of damage to the identified structures.</p> <p style="text-align: center;">THEREFORE, BE IT RESOLVED THAT, the Parties do hereby agree as follows:</p> <p style="text-align: center;"><b>WIND COMPANY AGREES THAT:</b></p> <p>1. <u>Baseline Reports.</u></p> <p style="text-align: right;">1</p>	<p>a. Prior to commencing construction of the Project (the "Project Construction"), Wind Company shall conduct a survey, including photographs and/or video, to document the conditions of the Haul Routes, including, but not limited to, the roadway surface, pavement, and/or drainage structures, or bridges therein (the "Initial Baseline Report"). Fifteen (15) days prior to commencing the survey, Wind Company shall notify the County of the beginning of the survey so that the County may assign a County representative to accompany the Wind Company Related Parties doing the survey.</p> <p>b. After the Project Construction has been completed and the Project is operating (the "Operation Period"), it is anticipated that Wind Company shall need to use discrete portions of the Haul Routes from time to time for Road Use related to operation, maintenance, repair, replacement and decommissioning of the Project ("Operation Activities"). During the Operation Period, Wind Company reserves the right to conduct a survey of the roadway surface, pavement, and/or drainage structures, or bridges of the discrete portions of the Haul Routes needed for Road Use related to the planned Operation Activities, which survey shall include photographs and/or video to document the condition of the roadway surface, pavement, and/or drainage structures, or bridges of those discrete portions of the Haul Routes (such as an "Operation Period Baseline Report"). In emergent or unexpected circumstances, Wind Company shall provide forty-eight (48) hours notification to the County prior to commencing a survey during the Operation Period so that the County may assign a County representative to accompany the Wind Company Related Parties doing the survey.</p> <p>c. No Haul Route will be approved under this Agreement until Wind Company provides a final road crossing list of the specific road crossings over or under that Haul Route that is subject to the County's assent process.</p> <p>d. If the County disagrees with any assessment, analysis or representation contained in the Initial Baseline Report or an Operation Period Baseline Report (the Initial Baseline Report and each Operation Period Baseline Report referred to herein generically as an "Applicable Baseline Report") it shall notify the Wind Company within fifteen (15) business days of the County's receipt of the Applicable Baseline Report together with reasonable supporting written evidence supporting such disagreement. If the County does not respond with such written evidence within such period of time, the County shall be deemed to have agreed with the Applicable Baseline Report. If the County does provide such written evidence of its disagreement with the Applicable Baseline Report, then the Parties shall work reasonably and in good faith to resolve such disagreement and finalize the Applicable Baseline Report.</p> <p style="text-align: right;">2</p>
<p>2. <u>Identification of Haul Route.</u> Prior to or concurrent with submission of the Initial Baseline Report, Wind Company will identify in writing to the County those roadways on the County road system that are expected to be used for Road Use and the County will ensure that each such road (including bridges located thereon) has proper identification related to the load requirements or other restrictions. Once such roads are identified they shall automatically become "Haul Routes" and incorporated into this Agreement as "Exhibit A." The County and Wind Company agree that, from time to time, Wind Company may need to use additional County roads for Road Use or may want to remove roads from the list of Haul Routes. In such event, Wind Company shall provide the County with an updated version of "Exhibit A" reflecting the modified list of Haul Routes, whereupon they shall become "Haul Routes" for purposes of this Agreement and Wind Company shall be responsible for complying with the requirements in this Agreement related to the use thereof. Any changes or additions to the Haul Routes shall be submitted to the County for review prior to the use of such County roads as Haul Routes under this Agreement. Any modifications or restrictions related to use of a Haul Route shall be communicated in advance to the Wind Company.</p> <p>3. <u>Improvements to County Roads.</u></p> <p>(a) Wind Company shall have the right to site and construct improvements and modifications (whether temporary or permanent) to County Roads that it reasonably determines to be necessary or appropriate to accommodate Road Use (including, but not limited to, the addition of gravel, widening of existing roads, construction of new entrances, modifications to turning radii, the strengthening, lengthening and/or spanning of existing culverts and bridges, temporary crane crossings, changes to the grade of the roads and other modifications reasonably necessary to accommodate the development, construction, and operation of the Project) provided (A) that such construction and siting is in the County's right of way or the adjoining landowner(s) grant permission to enter onto the landowner's private property outside of the County's right of way as required for construction of improvements; and (B) that such construction and siting are not in violation of applicable laws and such improvements receive appropriate administrative approvals from the County as required for the construction and installation of such improvements and modifications, such approval not to be unreasonably withheld, conditioned, or delayed. Any such modifications or improvements shall be performed by Wind Company at its sole cost and expense and in a good and workmanlike manner consistent with the appropriate approvals by the County.</p> <p>(b) If the County needs to access the County Road Improvements outside of the County right of way, Wind Company shall cooperate with the County and such landowners to provide permission to the County to access landowner's private property outside of the County's right of way, to the extent Wind Company has the right to provide such permission.</p> <p style="text-align: right;">3</p>	<p>(c) If during the process of constructing improvements to County Roads in connection with this Agreement, Wind Company discovers that an existing County Road is not properly located within the County right-of-way, then Wind Company shall notify the County and agrees to cooperate with the County by sharing information it has discovered regarding the location of such road. Nothing in this agreement shall restrict the use of such County Road in its existing location or require Wind Company to relocate such roads.</p> <p>(d) Wind Company shall provide copies of all required permits issued to Wind Company by any utilities that are located within County's rights of way before any Road Use may commence on any particular road.</p> <p>(e) To the extent that any surveys are completed by Wind Company for work to County roads or bridges, it shall provide a copy of such survey to the County Commission.</p> <p>4. <u>Notice of Road Use Commencement.</u> During the Project Construction, Wind Company will contact the County Commission not less than fifteen (15) business days prior to commencing use of the Haul Routes for Road Use so that the Wind Company may post notices to the public of such use of the Haul Routes at the end of each Haul Route. During the Operation Period, Wind Company also agrees to use reasonable efforts under the circumstances to provide the County Engineer or other designated County representative with advance notice of Wind Company's planned use of the Haul Routes for Road Use.</p> <p>5. <u>General Liability Insurance.</u> Wind Company shall provide to the County a certificate of general liability insurance, showing liability coverage in commercially reasonable amounts that are subject to commercially reasonable deductibles for damage to property and/or injuries to persons occurring as the result of acts of Wind Company's Related Parties in connection with the conduct of any Road Use. The foregoing insurance requirements may be satisfied, in whole or in part, through the provision of self-insurance in amounts and pursuant to customary terms and conditions. In addition to the general liability insurance, the Wind Company shall provide at its option either a parental guarantee or a performance bond in amounts acceptable to the County and in sufficient amounts but not to exceed the value of the work to be performed by Wind Company for improvements to County roads and bridges during the period of construction of such improvements.</p> <p>6. <u>Hold-Harmless.</u> Wind Company agrees to save and hold harmless the County from direct damage claims to the extent arising out of the exercise by Wind Company's Related Parties of its right to conduct any Road Use. This provision requires Wind Company to reimburse the County for any and all professional services fees and expenses incurred by the County as a part of the hold harmless coverage. Notwithstanding, the foregoing, in no event shall Wind Company bear responsibility for any such claim that relates to the negligence or willful misconduct of any person other than any of Wind Company's Related Parties, or which is the result of the activities of unrelated third parties.</p> <p>7. <u>Public Safety Measures.</u> Wind Company shall implement the following public safety measures at all times when using the Haul Routes for Road Use:</p> <p style="text-align: right;">4</p>

Continued on page 102

ATTEST: Andrea Collop Stanley Pickens  
County Clerk Presiding Commissioner

Continued from page 101

8. Restoration Obligation: Payment In Lieu of Repairs.

- a. The following provisions describe Wind Company's obligation to repair and restore county roads and where necessary, if a bridge cannot be restored or repaired, then replaced. County Road Improvements where such County Road Improvements and bridges have been damaged by Wind Company when exercising its right to conduct Road Use:

- (i) Once the primary and each successive later use of the Haul Routes is complete for any Road Use, the Parties shall promptly and jointly inspect any damages to the Haul Routes and County Road Improvements, and mutually agree upon:

- (B) the timeline within which such repair work must be completed; and

- (C) the estimated cost to complete the Repair Work (the "Repair Estimate")

Wind Company, at its sole cost and expense, shall cause the County Road Improvements within the Haul Routes to be restored to the condition identified in the Applicable Baseline Report. To the extent that the County had planned improvements to a Haul Route and the Parties determine it would be beneficial to cooperate on such improvements, a cost sharing agreement shall be developed if necessary on a case by case basis. After the County has inspected the Repair Work for a portion of the Haul Routes, or all of the Haul Routes, the County shall

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110

5

(ii) Notwithstanding the foregoing, the Wind Company may leave in place permanent improvements made to the Haul Routes if and to the extent approved by the County or any other governmental agency with authority over such Haul Routes, and the County shall have the obligation to maintain the same unless otherwise agreed to in writing by Wind Company. Otherwise, Wind Company shall remove or cause to be removed any temporary improvements made by Wind Company within the Haul Routes that Wind Company is not otherwise permitted to leave in place pursuant to any approvals obtained as identified in Section 3 herein.

b. Notwithstanding the obligations in Section 8.a. immediately above, Wind Company shall have the option to pay to the County an amount equal to the Repair Estimate, and the County agrees to conduct the Repair Work using the monies paid by Wind Company for such Repair Work. Each such transfer shall be documented.

9. Wind Company agrees to pay the County a fee of \$5,000 per year on December 31<sup>st</sup> of each year for administration of this agreement. Wind Company agrees to pay the County a one-time payment of \$75,000 ninety days prior to the start of Project Construction (the "Construction Payment") to cover the costs of the County obligations under this Agreement during Project Construction. If the County expects its actual costs to exceed \$75,000, the parties shall in good faith discuss and agree to an adjustment to the Construction Payment (which, in no event, shall exceed \$100,000).

THE COUNTY AGREES THAT:

10. Monitoring of Roadway Conditions. The County shall monitor roadway conditions of the Haul Routes as reasonably necessary and consistent with prudent road management practices.

11. Snow Removal. The County shall continue to provide snow removal services on all roadways within the Haul Routes while the same are used for Road Use.

THE PARTIES MUTUALLY AGREE THAT:

12. Commencement of Project Construction. Provided that the Haul Routes have been identified in accordance with Section 2 above, Wind Company may immediately proceed with its use thereof for Road Use.

13. Assignment; Successors and Assigns. This Agreement may be assigned (in whole or in part) by Wind Company only with the County's prior written consent, which consent shall not unreasonably be withheld or delayed. Notwithstanding the foregoing, Wind Company may assign this Agreement by providing notification to the County of the same, to an affiliate, in connection with financing or in the event of a merger, reorganization, or the sale of substantially all of the assets of such Wind Company. This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto and their respective successors or assigns, as applicable.

02636-12813750329-1

6

14. **Force Majeure.** Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Wind Company under this Agreement is prevented, restricted, or delayed, in whole or in part, by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance that is not the fault of Wind Company or that is beyond its reasonable control, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations (except for payment obligations) related to the Project, then the Company shall not be liable for any delay or non-performance or non-compliance with the terms and conditions of, and for the disruption of, such prevention, restriction or delay.

15. Conflict Resolution. The following provisions describe the conflict resolution protocol that shall govern the Parties' relationship under this Agreement:

- a. Wind Company and the County Commission's designee shall work together in good faith to resolve any disputes arising under this Agreement, including but not limited to the existence, scope, degree, and/or cause of any damages to the roadways within the Haul Routes after Wind Company's use of the Haul Routes for Road Use, scope of required Repair or replacement Work (and/or cost allocation thereof), and/or whether Repair Work has been completed, taking into account the costs, benefits, technical feasibility, governing engineering principles, and other available information.

- b. In the unlikely event that Wind Company and the County Commission's designees are unable to resolve such dispute, then Wind Company and the County Commissioners shall further attempt, in good faith, to resolve such dispute.

- c. If any dispute not resolved above, the parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation; in such event, mediation shall proceed in advance of any litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place, at the place, on the date, and at the time specified in the mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

© 2004 Blackwell Publishing Ltd  
Journal of Internal Medicine 255: 105–112

2

- d. In the unlikely event that Wind Company and the County Commissioners are unable to resolve such dispute with mediation, then nothing in this Agreement shall prevent either Party from seeking appropriate relief, including monetary damages or injunctive relief, in the circuit court of the County applying Missouri law. However, notwithstanding this event shall this Agreement be terminated by either Party (whether directly or through the enforcement of this Agreement) without the consent of the other Party and the sole remedies available to each Party (absent such consent) shall be equitable specific performance of a Party's obligations under this Agreement or recovery of damages. If the Parties are unable to resolve any such dispute amicably, then such dispute shall be resolved through local proceedings shall occur in the circuit court of the County.

- e. Any dispute arising under this Agreement shall be considered formally resolved once the Parties mutually resolve such dispute or once a court of competent jurisdiction issues a final, non-appealable judgment or order concerning such dispute.

- e. Pending final resolution of any dispute, the Parties shall continue to fulfill their obligations under this Agreement that are not the subject of the dispute.

- f. If litigation is ever instituted by either Party to enforce, or to seek damages for the breach of, any provision hereof, each Party shall be responsible for all of its own attorneys' fees and expenses reasonably incurred by the party in connection with such litigation (including, but not limited to, any appeal from any such litigation).

16. Escrow certificates. Wind Company may request from time to time an escrow certificate in connection with a financing transaction, sale-leaseback, transfer, sale, or other funding transactions. Each Party shall execute and deliver to each other, within 15 days after delivery of request (together with an execution version of such escrow certificate) from time to time by the other Party (or its lenders or assignees), a certificate addressed as indicated by the requesting party and stating: (a) whether or not this Agreement is in full force and effect; (b) whether or not this Agreement has been modified or amended in any respect, and submitting copies of such modifications or amendments; (c) whether or not there are any existing defaults hereunder known to the requesting party; (d) whether or not this Agreement has been assigned; (e) whether or not the particular provision of this Agreement has been complied with; and (f) such other matters as may be reasonably requested.

In the event that the Party to whom such a certificate is requested fails to execute and deliver such estoppel certificate as and when required, then all matters in the requested certificate shall be irrefutably deemed true and correct.

1

Continued on page 103

ATTEST:

County Clerk

Presiding Commissioner



MONDAY, APRIL 23, 2018

Continued from page 102

17. Transfer of Interest by County. The County may freely transfer and/or mortgage its interest in the Haul Routes from time to time and at any time, provided that any such transfer is expressly made subject to the terms, provisions, and conditions of this Agreement, and the transferee or mortgagee agrees to be bound by the provisions hereof.

18. Recordation. If requested by Wind Company, then the Parties shall promptly execute and acknowledge a recordable short-form memorandum of this Agreement, which Wind Company may record in the official land records of the County with respect to the Haul Routes.

19. Miscellaneous. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and all prior agreements (whether written or oral) with respect thereto are merged herein. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the Parties is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

[Signature page follows.]

[134614052WB2.3] 9


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first herein written.

ADAIR COUNTY, MISSOURI      TG HIGH PRAIRIE, LLC

Name: Stanley Pickens      Name: David M. Hume  
Title: President      Title: Vice President  
Date: 4-23-18      Date: 4-23-18

ATTEST:

Dandra Collop  
County Clerk



[134614052WB2.3] 10

ATTEST: Dandra Collop      Stanley Pickens  
County Clerk      Presiding Commissioner