

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Union Electric                    )  
Company d/b/a Ameren Missouri for Permission and                    )  
Approval and a Certificate of Public Convenience and                )  
Necessity Authorizing it to Construct a Wind Generation            )  
Facility.    )  
File No. EA-2018-0202

**APPLICATION**

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Company," "Ameren Missouri," or "Applicant"), pursuant to 4 CSR 240-2.060, Section 393.170.1, RSMo.,<sup>1</sup> 4 CSR 240-3.105, Section 393.190.1, Section 393.1030.2(4), and 4 CSR 240-20.100(6) and (11), and hereby submits to the Missouri Public Service Commission ("Commission") its Application requesting the following:

- A Certificate of Convenience and Necessity ("CCN") under subsection 1 of Section 393.170 (i.e., a "line certificate") authorizing Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage a wind generation facility to be constructed in Schuyler and Adair Counties in Missouri pursuant to a Build Transfer Agreement ("BTA") with TG High Prairie Holdings, LLC (the "Project"), a copy of which is included in the Direct Testimony of Ameren Missouri witness Ajay K. Arora and filed concurrently with this Application;
- Authority to merge, pursuant to Section 393.190.1 and 4 CSR 240-3.115,<sup>2</sup> the special-purpose entity<sup>3</sup> that will complete construction of the wind generation facility and then be immediately acquired by and merged into Ameren Missouri,

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri (2016), unless otherwise stated.

<sup>2</sup> The merger shall also be governed by the procedures set forth in Section 347.710. RSMo., and Section 18-209 of the Delaware Limited Liability Company Act.

<sup>3</sup> The special-purpose entity is TG High Prairie, LLC ("TG High Prairie"), which is a wholly owned subsidiary of TG High Prairie Holdings, LLC.

resulting in ownership of the facility by Ameren Missouri, as explained further below and in Mr. Arora's Direct Testimony;

- Approval of a Renewable Energy Standard Cost Recovery Mechanism ("RESRAM") as addressed in detail in the Direct Testimony of Ameren Missouri witness Steven Wills; and
- Approval of certain variances from the Commission's RESRAM rules, as explained below.

In support of these requests, Applicant states as follows:

### **I. APPLICANT**

1. Union Electric Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Ave., St. Louis, Missouri 63103. Applicant is engaged in providing electric and gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission. There is already on file with the Commission a certified copy of Applicant's Articles of Incorporation (See Case No. EA-87-105), and Applicant's Fictitious Name Registrations as filed with the Missouri Secretary of State's Office (See Case Nos. GN-2011-0070 and EN-2011-0069). Said documents are incorporated herein by reference and made a part hereof for all purposes. A Certificate of Corporate Good Standing for Applicant is attached as Schedule A.

2. Filings, notices, orders and other correspondence and communications concerning this Application should be addressed to undersigned counsel and to:

Thomas M. Byrne  
Senior Director Regulatory Affairs  
Ameren Missouri  
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3. Ameren Missouri has no pending action or final unsatisfied judgment or decision against it from any state or federal agency or court which involves customer service or rates, which action, judgment, or decision has occurred within three years of the date of this Application.

4. Applicant has no overdue annual report or assessment fees.

5. A 60-day notice with respect to the authority sought under section 393.170.1 was filed on January 19, 2018, and assigned the above-captioned file number. A separate 60-day notice was filed for the RESRAM request on the same date and was assigned File No. EO-2018-0200. Ameren Missouri has chosen to file the requests together and in the same case due to the interlinked nature and need for both requests to be approved for the wind project to proceed.<sup>4</sup>

## **II. REQUEST FOR CCN AND FOR AUTHORITY TO MERGE**

### **A. Project Description.**

6. Applicant requests a CCN for a wind generation facility in Schuyler and Adair Counties, to be acquired by Ameren Missouri under the BTA. The location of the facility is adjacent to Ameren Missouri's certificated service territory. This facility is one of multiple wind projects needed by the Company to comply with the Missouri Renewable Energy Standard ("RES").

7. As is explained in the Direct Testimony of Ameren Missouri witness Matt Michels, this wind generation facility furthers the Company's commitment to renewable energy generation

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<sup>4</sup> 4 CSR 240-4.017(1) provides that when a case is ultimately filed that it be filed in the docket number assigned when the 60-day notice for that case is filed. The Company requests a waiver of that requirement for good cause shown, given the interrelatedness and interdependency of the CCN and RESRAM requests that are the subject of this Application, as explained herein and in the testimonies filed concurrently herewith.

in the state of Missouri and is an integral part of its strategy to comply with the RES. Specifically, the RES portfolio requirement increases from 10% to 15% of the Company's retail energy sales by 2021. This creates a significant need for additional non-solar renewable energy credits ("RECs") by 2021. This Project will provide a portion of the RECs required for RES compliance with the remainder of the portfolio to provide the rest. The Project is also consistent with Ameren Missouri's Integrated Resource Plan's ("IRP") Preferred Resource Plan and the Company's three-year Implementation Plan.<sup>5</sup>

8. As noted, the wind facility (referred to as the High Prairie Wind Farm) will be constructed pursuant to the BTA, which is between Ameren Missouri and TG High Prairie Holdings, LLC ("TG Holdings"). Under a build-transfer-own structure, as reflected in the BTA, the facility is specifically constructed for the ultimate owner and to the ultimate owner's specifications. Consequently, while it is true that Ameren Missouri is not literally the constructor, Ameren Missouri has elected to seek a line certificate for the facility's construction in accordance with the Section 393.170.1.

9. To complete the Project, TG Holdings has formed a special-purpose entity, TG High Prairie, which will acquire all land rights, permits, and equipment; execute contracts with contractors for construction subject to significant input from Ameren Missouri; and take such other steps as necessary to complete the Project and render it operational in accordance with the terms of the BTA. Ameren Missouri will then purchase 100% of the ownership interest in TG High Prairie and immediately merge TG High Prairie into Ameren Missouri so that TG High Prairie will cease to exist, resulting in Ameren Missouri's ownership of the Project assets at their actual cost.

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<sup>5</sup> Missouri Public Service Commission File No. EO-2018-0038.

10. The High Prairie Wind Farm is an approximate 400 megawatt ("MW") facility. Construction is anticipated to be completed by the summer of 2020, but not later than December 20, 2020. Ameren Missouri anticipates that this facility, once constructed, will generate enough energy to provide approximately 1.7 million RECs annually, after factoring in the 1.25 multiplier for wind produced in Missouri as provided for by the RES. This will provide approximately 56% of the additional non-solar RECs Ameren Missouri needs for RES compliance by 2021. As earlier noted, the High Prairie Wind Farm is one of a portfolio of projects Ameren Missouri intends to construct or acquire to meet the RES requirements.

11. While the Project is expected to have a capacity of 400 MWs, the BTA provides that the purchase of the TG High Prairie ownership interest will occur if the Project achieves a capacity of \*\*\* \_\_\_\_\_ \*\*\* MW or more by the Project completion deadline. In the event that occurs, the purchase price will be adjusted to reflect the lower level of capacity. In addition, the BTA gives TG Holdings the opportunity (until \*\*\* \_\_\_\_\_ \*\*\*) to complete any remaining wind turbine generators that were not completed by the Project completion deadline (the "Non-Compliant WTGs") in which case Ameren Missouri will also have ownership of those additional WTGs that are timely completed (the "Compliant WTGs")<sup>6</sup> at a discounted price. The discounted price is essentially the base price per MW of capacity specified in the BTA, multiplied by the aggregate capacity of the Compliant WTGs, less the lost value of production tax credits ("PTCs") and RECs with respect to the Non-Compliant WTGs. Ameren Missouri requests that the permission to construct reflected in the CCN requested herein also specifically authorize

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<sup>6</sup> To become a Compliant WTG, the Non-Compliant WTG must be completed according to the Project specifications and meet the other operational requirements provided for in the BTA by \*\*\* \_\_\_\_\_ \*\*\*.

construction (by purchase according to the BTA's terms) of any Non-Compliant WTGs that become Compliant WTGs by the \*\*\* \_\_\_\_\_ \*\*\* deadline.

**B. The Project is Necessary or Convenient for the Public Service ("Tartan Factors").<sup>7</sup>**

12. The Tartan Factors are as follows:

- a. Need for the Project;
- b. Economic Feasibility of the Project;
- c. Ability of the Applicant to Finance the Project;
- d. Qualifications of the Applicant to Construct the Project; and
- e. Whether the Project is in the Public Interest.

An affirmative finding on the first four factors generally leads to the conclusion that the final factor, public interest, is satisfied.<sup>8</sup>

13. There is a need for the Project and it is in the public interest due to the Project's role in meeting Ameren Missouri's RES compliance obligations as outlined above, and for the additional reasons outlined in the Direct Testimonies of Messrs. Arora and Michels.

14. The Project is also economically feasible and in the public interest. As outlined in greater detail in Mr. Arora's Direct Testimony, constructing the Project pursuant to the BTA allows Ameren Missouri to take advantage of the developer's expertise in developing and constructing wind projects, while ensuring that the Project is built to Ameren Missouri's specifications so that it can provide long-term service to Ameren Missouri's customers. Constructing the Project using the build-transfer-own approach reflected in the BTA allows the Company to take full advantage of federal PTCs. This is because TG High Prairie and other

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<sup>7</sup> While a project is not required as a matter of law to meet the "Tartan Factors," the Commission has traditionally analyzed CCN applications using those factors. See *In Re Tartan Energy*, GA-94-127, 3 Mo.P.S.C.3d 173, 177 (1994).

<sup>8</sup> *Id.* at 189 (citing *In re: Intercon Gas, Inc.*, 30 Mo. P.S.C. at 561).

developers in the business of wind development are at a stage of project development that the Company could not replicate in time to take full advantage of the PTCs.

15. Ameren Missouri has the financial ability to construct the Project through the BTA because it can access the equity and debt capital necessary to do so while maintaining strong financial metrics.

16. Ameren Missouri is qualified to construct the Project through the BTA, and to operate it upon acquiring ownership thereof, given the financial, technical, and management expertise Ameren Missouri has developed over the course of its long history as a large public utility operating in the state of Missouri.

**C. 4 CSR 240-3.105(1)(B).**

17. This Project will cross the regulated and non-regulated utilities, railroad tracks, and underground facilities listed in Schedule B.

18. The estimated total cost of the initial construction of the Project (without interconnection costs) is approximately \*\*\* \_\_\_\_\_ \*\*\*<sup>9</sup> (approximately \*\*\* \_\_\_\_\_ \*\*\* per kilowatt, with the final total price being subject to adjustments if the final capacity is less than 400 MW. In addition, the total cost will be adjusted for certain other allowable circumstances as set forth in the BTA. As provided for in the BTA, there are expected to be certain interconnection costs not included in the estimate provided above. The interconnection costs cannot be determined until after the MISO interconnection study process is complete, which would occur after a CCN is needed to meet the construction schedule necessary to take full advantage of federal PTCs.<sup>10</sup>

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<sup>9</sup> This figure reflects the costs under the BTA. The Company is incurring some additional costs that will be capitalized on the Company's books for the Project.

<sup>10</sup> These interconnection costs cannot exceed \*\*\* \_\_\_\_\_ \*\*\* and, if they do, Ameren Missouri is not required to proceed with the Project and will determine at that time if the Project remains economical for RES compliance. Ameren Missouri expects the final interconnection costs to be substantially less than \*\*\* \_\_\_\_\_ \*\*\*.

19. Project specifications can be found in Schedule 2 of Mr. Arora's Direct Testimony. Drawings for the Project can also be found in Schedule 2 of Mr. Arora's Direct Testimony.

20. Ameren Missouri intends to finance this purchase under the BTA in a manner consistent with its existing capital structure, using approximately 52% equity and 48% long-term debt. The long-term debt portion of the investment will be funded from proceeds of one or more Ameren Missouri long-term debt issuances, for which Ameren Missouri will seek authority from the Commission in a separate docket.

21. The Project is entirely located in unincorporated Schuyler and Adair Counties. No zoning approval is required from either County. Other than the Commission, there are no governmental bodies that must issue permits authorizing the overall construction of the Project. There are routine permits (such as land disturbance permits or road crossing permits) that will need to be granted as construction proceeds that are expected to be granted in a timely manner when they are needed. TG Holdings or TG High Prairie has requested, or soon will request, all such routine permits and approvals and has already obtained assents for road crossings from both Schuyler and Adair Counties, copies of which are attached hereto as Schedule C. Schedule D contains a list of the agencies from which permits or some kind of approval may be required in order to complete construction of this facility. Ameren Missouri will file copies of any required permits received in this case, as they are granted. Because by the nature of some permits, the permits are not issued by the permitting agency until after construction has started, Ameren Missouri requests a waiver of 4 CSR 240-3.105(2) to the extent necessary to allow construction to start and proceed.



### **III. REQUEST FOR RESRAM AND RELATED VARIANCES**

22. Section 393.1030.2(4) required the Commission to adopt rules providing for the recovery of RES compliance costs and a pass-through of benefits from RES compliance outside of a "regular rate case," i.e., the rules must provide for the implementation of a rate adjustment mechanism. The Commission adopted such a rule and codified it as 4 CSR 240-20.100(6), which provides for what the rules refer to as a Renewable Energy Standard Cost Recovery Mechanism. Rate schedules reflecting the terms of the RESRAM for which Ameren Missouri seeks approval have been filed concurrently with this Application.

23. The Direct Testimony of Steve Wills explains the operation of the proposed RESRAM and the rationale for its specific design. Mr. Wills' Direct Testimony also includes the information necessary to comply with the minimum filing requirements contained in the Commission's RESRAM regulations.

24. In general, implementation of a RESRAM as part of this case is necessary to address the significant financial detriment Ameren Missouri would experience due to regulatory lag if Ameren Missouri were to have to place the High Prairie Wind Farm (and additional wind farms it will build for RES compliance) into service but wait to recover its costs through the traditional rate case process. In addition to the approximate investment in this Project (ignoring any interconnection costs), the Company will be investing significant additional sums to construct the remaining 300 – 400 MW of wind generation that is outlined in the Preferred Resource Plan reflected in the Company's IRP filing. Under traditional ratemaking, Ameren Missouri would experience regulatory lag, meaning it would lose the ability to recover certain costs associated with this investment, such as return, depreciation expense, and incremental operations and maintenance expense, until such time as rates are reset for the Company. Customers also experience regulatory

lag in that, under traditional ratemaking, they will not enjoy the benefits of the Project until a rate case has been concluded. A RESRAM allows Ameren Missouri to recover the prudently incurred costs of the Project outside the context of a regular rate case while simultaneously passing through the benefits of the Project to customers.

25. The RESRAM, as currently proposed, is consistent with the extensive regulations established by the Commission that govern RESRAMs, except that the Company is requesting six variances for good cause shown. These variance requests, and the reasons that there is good cause to grant them, are further discussed in the Direct Testimony of Mr. Wills.

26. First, the Commission rules require that the RESRAM pass through benefits received as a result of this compliance with the RES, per 4 CSR 240-20.100(6). The primary financial benefit from this facility will be increased energy (and possibly capacity) sales into the Midcontinent Independent System Operator, Inc.'s ("MISO") market, which will increase Ameren Missouri's off-system sales margins. Another benefit will be a reduction in power purchases from MISO's market to serve the Company's load. However, the Company's Fuel Adjustment Clause ("FAC") already captures and flows both of these benefits back to Ameren Missouri's customers. Moreover, it would be extremely complicated to attempt to separately identify cost and revenue streams associated with incremental off-system sales and lower purchased power in the MISO market due to a renewable resource used for RES compliance, as opposed to incremental off-system sales or reductions in purchased power associated with all the Company's generation resources.<sup>11</sup> For these reasons, Ameren Missouri asks for a variance so that the energy and capacity-related benefits from the Project's generation will not be reflected in the RESRAM (which would cause the benefits to be unfairly counted twice). The design of the RESRAM is such

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<sup>11</sup> Further, even aside from these difficulties, the FAC can only be modified in a rate case. Section 386.266.

that this variance is intended to continue after subsequent rate cases. This approach will ensure that customers are receiving all of the benefits of RES compliance without unnecessarily complicating both FAC and RESRAM accounting and rate calculations.

27. The second requested variance is from a portion of 4 CSR 240-20.100(6)13,<sup>12</sup> which states, in part, as follows:

If an over- or under-recovery of RESRAM revenues or over- or under-pass-through of RESRAM benefits exists after the RESRAM charge has been reset to zero (0), that amount of over- or under-recovery, or over- or under-pass-through, shall be tracked in an account and considered in the next RESRAM filing of the electric utility.

This means, in a rate case, when rates are already changing, a credit or cost is not being flowed to customers, and instead, a carrying charge must be applied until the Company's next RESRAM rate adjustment filing. Ameren Missouri does not see a benefit to this approach. Although the carrying costs are likely to be minor, it is not logical to hold a credit or cost and to thereby incur carrying costs (for Ameren Missouri or for customers) at all, when it is possible to start refunding or collecting immediately. The better approach is to start the refund or collection when new rates are set in the rate case.

28. A variance is also needed from the provisions of 4 CSR 240-20.100(6)(A)12. That rule appears to contemplate that differences between the revenues resulting from the RESRAM and the pretax revenues determined by the Commission for a given period are literally reconciled "at the end" of each 12-month period that a RESRAM is in effect. As Mr. Wills explains, the RESRAM proposed by the Company operates with discrete time periods during which a particular RESRAM rate will be in effect (called Recovery Periods). It is logical and administratively efficient to align the reconciliation of revenues with the timing of those Recovery Periods when

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<sup>12</sup> While not clear, a variance from 4 CSR 240-20.100(6)14 may also be needed for the same reasons given below.

the RESRAM rate is developed, filed, reviewed, and input into effect. By default, the intervals of time covered by Recovery Periods will be twelve-month periods, consistent with the rule provision for reconciling revenues every twelve months. However, the Company has proposed to create some flexibility in the timing of those Recovery Periods, primarily to accommodate timely recovery of major investments in new wind generation. Under some circumstances, that may create Recovery Periods that deviate from the twelve months. In these circumstances, it still is more administratively efficient to align the reconciliation with the Recovery Periods, despite the fact that they may not be precisely 12 months long. New rate filings, and as a result, Recovery Periods, will still occur in each calendar year ensuring that the goal of regular and timely reconciliations of revenue will still occur. As a result, good cause exists to grant a variance from the requirement to reconcile at the end of each 12-month period.

29. The fourth variance that is needed pertains to the provisions of 4 CSR 240-20.100(6)(A)10, which requires that the RESRAM be billed as a percent markup of the energy charge on each customer's bill. However, RES compliance costs are the quintessential energy-related costs because they are directly related to the amount of energy consumed by retail customers, regardless of the season, day of week, or time of day. If the rule is applied as written and the RESRAM is applied as a percentage markup of an energy charge that varies across classes and usage levels, different kilowatt-hours would reflect differing amounts of RES compliance costs, despite having the same causative impact on incurrence of those costs. This would lead to inequity among customers. Mr. Wills' Direct Testimony explains this problem in further detail.

30. A limited variance is also required from 4 CSR 240-20.100(6)(A)8's requirement that only one RESRAM change can be effectuated each calendar year in order to comply with the provisions of 4 CSR 240-20.100(A)11, which requires disallowed costs (if there were any) must

be reconciled within the six-month period immediately following the disallowance. Given the filing and recovery design of the proposed RESRAM as described in Mr. Wills' Direct Testimony, if a RESRAM change must be effectuated to reconcile a prudence disallowance within six months, this could mean changes are effectuated more than once in a calendar year. The Company requests that a limited variance from the once-per-calendar-year limitation be granted so that a change effectuated solely to implement such a disallowance does not count against the once per calendar year limit.

31. The RESRAM rules indicate that a RESRAM rate change is to take effect no later than 120 days after it is filed if the rate change is less than a 2% increase in utility revenue requirements (see 4 CSR 240-100(B)3), but there is no such requirement if the increase is 2% or more. See 4 CSR 240-20.100(C)1. The ability to calculate a RESRAM rate that accurately recovers the costs (or returns the benefits) that are appropriate under the RESRAM is predicated on knowing when and how long that RESRAM rate will be in effect in order to develop billing units over which to spread those costs and benefits. As a result, it is appropriate to allow the RESRAM rate to go into effect within 120 days in all circumstances in order to ensure the RESRAM rate in each RESRAM rate filing can be developed accurately. As Mr. Wills' Direct Testimony explains, the RESRAM tariff includes an "Ordered Adjustment" factor, which will allow the Commission to adjust the RESRAM rate in the future if the Commission determines that the RESRAM rate that took effect after 120 days should have been different. Consequently, there is good cause to grant a variance of the rule so that all RESRAM rate changes take effect after 120 days, subject to later adjustment if necessary.

32. One additional variance will likely be needed given the Missouri General Assembly's recent passage of S.B. 564. Under that legislation, a portion of the return and

depreciation on renewable energy resources during the period of time between when the resource goes into service and when it is reflected in rates must be deferred to a regulatory asset for later recovery in rate cases. However, the proposed RESRAM (consistent with the RES rules) provides for recovery of all RES compliance costs via the RESRAM which, if literally applied, would cause a double-recovery (once via the regulatory asset arising from the legislation and once in the RESRAM). This would be inappropriate. Consequently, the RESRAM tariff sheets filed in this case must be modified to prevent a double recovery if such legislation becomes law, as is expected. As Mr. Wills discusses in his Direct Testimony, the necessary modification is easily accomplished simply by modifying the definition of "RES Compliance Costs" to read as follows (modification shown as **bold/underline**):

Charges or credits passed through this rider reflect Missouri Renewable Energy Standard (section 393.1030 *et. seq.*, RSMo.) ("RES") Compliance Costs, which consist of prudently incurred costs, both capital and expense, directly related to RES compliance **which are not reflected in a regulatory asset arising under Section 393.1400.2, RSMo.** and also reflect the pass-through of benefits received as a result of RES compliance to the extent those benefits are not passed through to customers in the Fuel Adjustment Rate under Rider FAC ("RESRAM Benefits").<sup>13</sup>

This likely also requires a variance from the Commission's RES rules' definition of "RES compliance costs" (4 CSR 240-20.100(1)(Q)) so that the definition is varied to the extent needed to accommodate the above-shown tariff sheet modification. The Company requests that such a variance be approved if the legislation becomes law.

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<sup>13</sup> The Company will file a substitute tariff sheet in this docket reflecting the above-shown modification promptly after the legislation becomes law.

#### IV. ACCOMPANYING MOTION TO ADOPT PROCEDURAL SCHEDULE

33. As explained in Mr. Arora's Direct Testimony and above, it is very important that the Project be constructed and placed in service in 2020 so that the full value of available PTCs can be realized for the benefit of customers. To meet that deadline, as well as other deadlines prescribed by the BTA, both Ameren Missouri and TG Holdings will be required sometime during the early fall of 2018, to make non-refundable payments to MISO in order to maintain the Project's place in the MISO transmission interconnection study queue. Those non-refundable payments could be as much as \*\*\* \_\_\_\_\_ \*\*\* for Ameren Missouri and \*\*\* \_\_\_\_\_ \*\*\* for TG Holdings.

34. It is therefore critical for the Company to be able to understand any issues or concerns other parties to this docket may raise through their rebuttal testimony and for the parties to have the opportunity to work through any issues that may arise in this docket before those payments must be made. As noted, those payments must be made to maintain the Project's position in the MISO queue, and doing so is critical to achieving a 2020 in-service date which, in turn, is an absolute requirement to capture the significant PTC value discussed above. That PTC value is important to the Project economics, and ultimately to the RES compliance costs customers will incur. These considerations therefore necessitate a somewhat expedited schedule while balancing the other parties' need to review the Company's filing and engage in discovery.

35. The Company believes that the best means to put the parties in a position where issues or concerns can be timely addressed or resolved is to somewhat shorten the typical time frames for seeking intervention, to shorten discovery deadlines, and as noted to require that rebuttal testimony be filed approximately 90 days from this filing.

36. To that end, the Company is filing concurrently with this Application a Motion for Adoption of Procedural Schedule, the key provisions of which are as follows:

- a. Intervention applications due by June 7, 2018;
- b. A prehearing conference to be scheduled immediately after the intervention deadline has passed;
- c. Accelerated deadlines for objections and responses to discovery;
- d. A series of technical/settlement conferences;
- e. Scheduling of a local public hearing;
- f. Rebuttal testimony due approximately 90 days after this filing (after the local public hearing); and
- g. A request for a Commission order in this docket by December 19, 2018.

37. Somewhat expediting certain procedural steps in this proceeding as requested herein and in the Motion for Adoption of Procedural Schedule will serve to avoid the harm that could occur if the non-refundable payments must be made to MISO, but the Project is not ultimately approved.

38. As noted above, filed concurrently herewith are Ameren Missouri direct, pre-filed testimonies in support of the Application. Ameren Missouri will also be providing all its workpapers to Staff and Public Counsel in the next few business days to expedite their review, and has met with Staff and Public Counsel about the Application in advance of its filing.

**WHEREFORE**, Ameren Missouri respectfully requests that the Commission issue a final order:

- Granting Ameren Missouri a Certificate of Public Convenience and Necessity under subsection 1 of Section 393.170 (line certificate) authorizing Ameren Missouri to construct, install, own, operate, maintain, and otherwise control and manage a wind generation facility to be located in Schuyler and Adair Counties in



Missouri pursuant to the BTA with TG Holdings, including permission to acquire Non-Compliant WTGs that become Compliant WTGs according to the terms of the BTA;

- Authorizing Ameren Missouri to merge TG High Prairie into Ameren Missouri with Ameren Missouri to be the surviving entity pursuant to Section 393.190.1;<sup>14</sup>
- Approving a variance from the requirements of 4 CSR 240-3.105(2) to the extent necessary to allow construction to start and proceed;
- Approving the RESRAM reflected in the rate schedules submitted concurrently herewith; and
- Approving the variances from the Commission's RESRAM rules outlined above.

Respectfully submitted,

/s/ Wendy K. Tatro

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/s/ James B. Lowery

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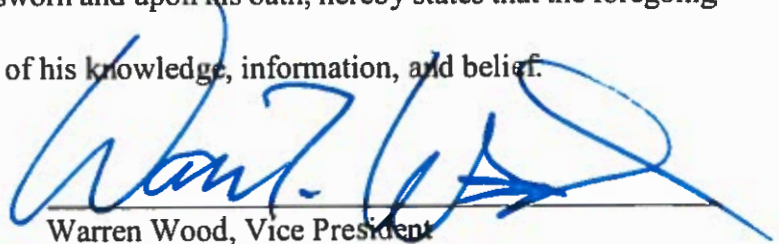
**ATTORNEYS FOR UNION ELECTRIC  
COMPANY d/b/a AMEREN MISSOURI**

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<sup>14</sup> See also footnote 2.

**VERIFICATION**

The undersigned, being first duly sworn and upon his oath, hereby states that the foregoing *Application* is true and correct to the best of his knowledge, information, and belief.

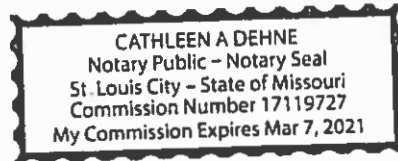


Warren Wood, Vice President  
External Affairs and Communications  
Union Electric Company d/b/a Ameren Missouri

Subscribed and sworn before me this 21st day of May, 2018.



Notary Public



**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the public version of the foregoing Application has been e-mailed, this 21<sup>st</sup> day of May, 2018, to the Missouri Public Service Commission Staff and to the Office of the Public Counsel.

/s/ Wendy K. Tatro  
Wendy Tatro

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

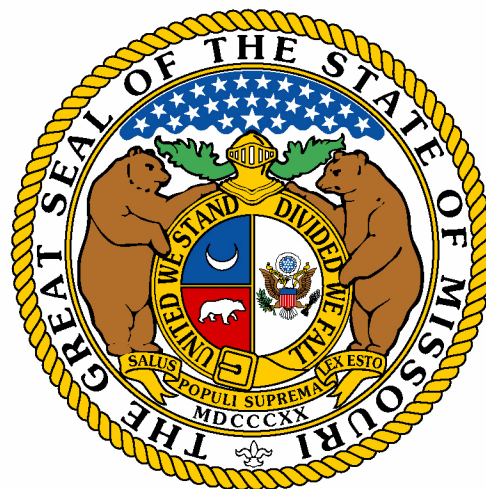
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***UNION ELECTRIC COMPANY***  
***00040441***

was created under the laws of this State on the 21st day of November, 1922, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 2nd day of May, 2018.

  
Secretary of State



Certification Number: CERT-05022018-0028

**TG High Prairie, LLC**

March 22, 2018

<b>Utility Crossings: Adair &amp; Schuyler County</b>		
<b>#</b>	<b>NAME</b>	<b>County</b>
1	Adair County PWSD 1	Adair
2	Ameren Missouri Electric	Adair & Schuyler
3	ATT Distribution	Adair & Schuyler
4	Enterprise / MidAmerica Pipeline	Adair & Schuyler
5	Liberty Utilities	Adair & Schuyler
6	Mark Twain Rural Telephone	Adair & Schuyler
7	MODoT Northeast District	Adair & Schuyler
8	Northeast Missouri Rural Tel	Adair & Schuyler
9	Schuyler County CPWSD 1	Schuyler
10	Tri County Electric Coop	Adair & Schuyler

Note: List above includes all utilities crossed inside of the project area.

## **RESOLUTION**

AN ORDER GRANTING TO TG HIGH PRAIRIE, LLC, ITS SUCCESSORS AND ASSIGNS, AN ASSENT TO USE THE PUBLIC ROADS OR HIGHWAYS OF SCHUYLER COUNTY, MISSOURI, FOR THE PURPOSE OF ERECTING, SUSPENDING AND MAINTAINING 345KV 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.

WHEREAS, SCHUYLER 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

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

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 ATXI's Mark Twain 345kV; and

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 Crossing Report and Plan*, attached as **Exhibit A** to this Order and incorporated herein by reference and,

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 Schuyler County Commission*, attached as **Exhibit B** to this order and incorporated herein by reference; and

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.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF SCHUYLER COUNTY, MISSOURI, AS FOLLOWS:

Section 1. There is hereby granted to TG High Prairie, LLC, its successors and assigns, the assent of Schuyler County, Missouri, pursuant to section 229.100 of the Revised Statutes of Missouri for the use of the public roads or highways of Schuyler 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.

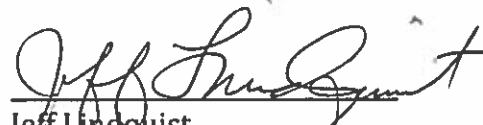
Section 2. TG High Prairie, LLC, pursuant to the terms and conditions set out in **Exhibit B**, will hold the County and the County Commission harmless from all expenses or liability to the extent caused by any negligent act or omissions of TG High Prairie, LLC, and its contractors and agents hereunder.

Section 3. This order shall be in force and effect from and after its passage.

PASSED AND APPROVED, this 23<sup>rd</sup> day of April, 2018.

  
Rodney Cooper  
Presiding Commissioner

  
Jim Werner,  
District 1 Commissioner

  
Jeff Lindquist  
District 2 Commissioners

Attest:

  
Bree Shaw  
County Clerk



# **EXHIBIT A**



**High Prairie Wind Project**  
**County Road Crossing Report and Plan**  
**For**  
**Schuyler County, Missouri**  
**April 23, 2018**



# **Schuyler County**

## **Table of Contents**

- 1. Introduction of the Project**
- 2. Standards and Procedures regulating the Project**
- 3. Road Crossings**
- 4. Conclusion**

## **Appendices**

- i. Appendix 1**
- ii. Appendix 2**
- iii. Appendix 3**
- iv. Appendix 4**
- v. Appendix 5**

## **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 Schuyler 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 a 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 Schuyler 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 Projects 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 Projects 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 Schuyler 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 Schuyler 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.

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 trenched 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**

<b><u>Crossing Number</u></b>	<b><u>Latitude</u></b>	<b><u>Longitude</u></b>	<b><u>Road Name</u></b>	<b><u>State or County Road</u></b>	<b><u>Crossing Cable</u></b>
S-001	40.44720078	-92.62519836	CRD W GROVE DR S	COUNTY	Overhead 345kV
S-002	40.35829926	-92.61990356	CRD NEW HARMONY LN N	COUNTY	Overhead 345kV
S-005	40.45320129	-92.61329651	RT P E	STATE	Underground 34.5kV
S-007	40.36190033	-92.61049652	CRD COON RD W	COUNTY	Overhead 345kV
S-008	40.36589813	-92.61049652	CRD COON RD W	COUNTY	Overhead 345kV
S-009	40.35850143	-92.60910034	CRD COON RD W	COUNTY	Overhead 345kV
S-011	40.46440125	-92.60610199	CRD BETHEL AVE N	COUNTY	Underground 34.5kV
S-012	40.45470047	-92.60420227	CRD BETHEL AVE N	COUNTY	Underground 34.5kV
S-013	40.35850143	-92.60320282	CRD COON RD W	COUNTY	Overhead 345kV
S-015	40.37239838	-92.60109711	CRD PLEASANT GROVE AVE S	COUNTY	Overhead 345kV
S-016	40.36180115	-92.60089874	CRD PLEASANT GROVE AVE S	COUNTY	Overhead 345kV
S-018	40.35850143	-92.60079956	CRD COON RD W	COUNTY	Overhead 345kV
S-019	40.45289993	-92.6006012	RT P E	STATE	Underground 34.5kV
S-020	40.47090149	-92.59799957	CRD CAMDEN LN S	COUNTY	Underground 34.5kV
S-021	40.43220139	-92.59700012	CRD DRALT LN S	COUNTY	Underground 34.5kV
S-022	40.43360138	-92.59700012	CRD DRALT LN S	COUNTY	Underground 34.5kV
S-023	40.44879913	-92.59700012	CRD WOODYS DR E	COUNTY	Underground 34.5kV
S-025	40.43470001	-92.59570313	CRD WOODYS DR E	COUNTY	Underground 34.5kV
S-026	40.44269943	-92.59300232	CRD WOODYS DR E	COUNTY	Underground 34.5kV
S-027	40.36190033	-92.59290314	CRD KEIM AVE N	COUNTY	Overhead 345kV
S-028	40.3586998	-92.59259796	CRD KEIM AVE N	COUNTY	Overhead 345kV
S-030	40.44189835	-92.5923996	CRD WOODYS DR E	COUNTY	Underground 34.5kV
S-031	40.36270142	-92.59149933	CRD KEIM AVE N	COUNTY	Overhead 345kV
S-032	40.36579895	-92.59130096	CRD KEIM AVE N	COUNTY	Overhead 345kV
S-033	40.37250137	-92.59130096	CRD KEIM AVE N	COUNTY	Overhead 345kV
S-034	40.45299911	-92.58699799	RT P E	STATE	Underground 34.5kV
S-035	40.43859863	-92.58470154	CRD PRAIRIE SCHOOL RD E	COUNTY	Underground 34.5kV
S-036	40.4571991	-92.58260345	CRD WHISPERING LN N	COUNTY	Underground 34.5kV
S-037	40.35860062	-92.58059692	CRD COON RD W	COUNTY	Overhead 345kV
S-038	40.4272995	-92.57830048	CRD WINNER LN W	COUNTY	Underground 34.5kV
S-039	40.42710114	-92.57810211	CRD CABOOSE AVE S	COUNTY	Underground 34.5kV
S-040	40.43659973	-92.57810211	CRD CABOOSE AVE S	COUNTY	Underground 34.5kV
S-041	40.4408989	-92.57810211	CRD CABOOSE AVE S	COUNTY	Underground 34.5kV
S-042	40.44929886	-92.57800293	CRD CABOOSE AVE S	COUNTY	Overhead 345kV
S-043	40.37310028	-92.57759857	RT Y W	STATE	Overhead 345kV
S-044	40.35860062	-92.57649994	CRD COON RD W	COUNTY	Overhead 345kV
S-045	40.43870163	-92.57610321	CRD PRAIRIE SCHOOL RD E	COUNTY	Underground 34.5kV
S-046	40.37480164	-92.57260132	RT Y W	STATE	Overhead 345kV



S-047	40.44649887	-92.5687027	US 63 N	STATE	Overhead 345kV
S-048	40.43249893	-92.56860352	US 63 N	STATE	Underground 34.5kV
S-049	40.45759964	-92.56790161	US 63 N	STATE	Underground 34.5kV
S-050	40.37689972	-92.56759644	RT Y W	STATE	Overhead 345kV
S-051	40.46900177	-92.563797	US 63 N	STATE	Underground 34.5kV
S-052	40.36589813	-92.56220245	US 63 N	STATE	Overhead 345kV
S-054	40.37329865	-92.55950165	US 63 N	STATE	Overhead 345kV
S-055	40.38059998	-92.55879974	US 63 N	STATE	Overhead 345kV
S-056	40.417099	-92.55549622	RT O W	STATE	Underground 34.5kV
S-057	40.45339966	-92.55449677	RT U S	STATE	Underground 34.5kV
S-058	40.41569901	-92.5542984	CRD CHILLY SCHOOL DR N	COUNTY	Underground 34.5kV
S-059	40.38059998	-92.5535965	CRD SLAUGHTER DR S	COUNTY	Overhead 345kV
S-060	40.37340164	-92.5535965	CRD SLAUGHTER DR S	COUNTY	Overhead 345kV
S-062	40.43909836	-92.54640198	CRD BELL DR N	COUNTY	Overhead 345kV
S-064	40.43999863	-92.54499817	CRD BELL DR N	COUNTY	Underground 34.5kV
S-065	40.4192009	-92.54489899	CRD MYERS CM LN N	COUNTY	Underground 34.5kV
S-066	40.36249924	-92.54440308	CRD BUGGY AVE N	COUNTY	Underground 34.5kV
S-067	40.41719818	-92.54270172	RT O W	STATE	Underground 34.5kV
S-068	40.36640167	-92.54190063	RT J W	STATE	Underground 34.5kV
S-069	40.35649872	-92.540802	CRD BUGGY AVE N	COUNTY	Underground 34.5kV
S-070	40.35910034	-92.540802	CRD BUGGY AVE N	COUNTY	Underground 34.5kV
S-071	40.41730118	-92.5401001	RT O W	STATE	Underground 34.5kV
S-072	40.36640167	-92.53949738	RT J W	STATE	Underground 34.5kV
S-073	40.45000076	-92.53939819	CRD HOFFMAN LN W	COUNTY	Underground 34.5kV
S-074	40.45700073	-92.53910065	RT U S	STATE	Underground 34.5kV
S-075	40.36650085	-92.53700256	RT J W	STATE	Underground 34.5kV
S-076	40.41730118	-92.5358963	RT O W	STATE	Overhead 345kV
S-077	40.47880173	-92.53559875	RT U S	STATE	Underground 34.5kV
S-079	40.37360001	-92.53530121	CRD SILO AVE N	COUNTY	Overhead 345kV
S-080	40.38119888	-92.53530121	CRD SILO AVE N	COUNTY	Underground 34.5kV
S-081	40.3730011	-92.53530121	CRD SILO AVE N	COUNTY	Underground 34.5kV
S-082	40.3716011	-92.53520203	CRD SILO AVE N	COUNTY	Underground 34.5kV
S-083	40.3689003	-92.53520203	CRD SILO AVE N	COUNTY	Underground 34.5kV
S-084	40.36790085	-92.53520203	CRD SILO AVE N	COUNTY	Underground 34.5kV
S-085	40.4029007	-92.53369904	RT E W	STATE	Underground 34.5kV
S-086	40.35200119	-92.53330231	CRD ROBINSON RD W	COUNTY	Underground 34.5kV
S-088	40.38830185	-92.53150177	CRD E LONE PINE RD W	COUNTY	Underground 34.5kV
S-089	40.41740036	-92.53119659	RT O W	STATE	Underground 34.5kV
S-090	40.4029007	-92.53089905	RT E W	STATE	Overhead 345kV
S-093	40.38830185	-92.53040314	CRD E LONE PINE RD W	COUNTY	Underground 34.5kV
S-094	40.35139847	-92.53019714	CRD ROBINSON RD W	COUNTY	Underground 34.5kV

S-095	40.4029007	-92.52970123	RT E W	STATE	Underground 34.5kV
S-104	40.36669922	-92.52690125	RT J W	STATE	Underground 34.5kV
S-105	40.41740036	-92.5266037	RT O W	STATE	Underground 34.5kV
S-107	40.38840103	-92.52549744	CRD E LONE PINE RD W	COUNTY	Underground 34.5kV
S-108	40.40299988	-92.52529907	RT E W	STATE	Underground 34.5kV
S-110	40.38840103	-92.52469635	CRD E LONE PINE RD W	COUNTY	Underground 34.5kV
S-111	40.34859848	-92.52410126	CRD ROBINSON RD W	COUNTY	Underground 34.5kV
S-112	40.3669014	-92.52249908	RT J W	STATE	Underground 34.5kV
S-113	40.36700058	-92.52079773	RT J W	STATE	Underground 34.5kV
S-114	40.47269821	-92.52069855	CRD SCHMITTER RD W	COUNTY	Underground 34.5kV
S-115	40.40309906	-92.52030182	RT E W	STATE	Underground 34.5kV
S-116	40.38850021	-92.51879883	CRD E LONE PINE RD W	COUNTY	Underground 34.5kV
S-120	40.39849854	-92.51629639	CRD KELLER DR N	COUNTY	Underground 34.5kV
S-121	40.39089966	-92.51629639	CRD KELLER DR N	COUNTY	Underground 34.5kV
S-125	40.36339951	-92.51589966	CRD ROCKY AVE N	COUNTY	Underground 34.5kV
S-126	40.36220169	-92.51589966	CRD ROCKY AVE N	COUNTY	Underground 34.5kV
S-134	40.36130142	-92.51589966	CRD ROCKY AVE N	COUNTY	Underground 34.5kV
S-135	40.35240173	-92.51580048	CRD ROCKY AVE N	COUNTY	Underground 34.5kV
S-136	40.35169983	-92.51580048	CRD ROCKY AVE N	COUNTY	Underground 34.5kV
S-137	40.46149826	-92.51550293	CRD NEW HOPE RD W	COUNTY	Underground 34.5kV
S-139	40.37319946	-92.51229858	CRD KELLER DR S	COUNTY	Underground 34.5kV
S-140	40.36970139	-92.51229858	CRD KELLER DR S	COUNTY	Underground 34.5kV
S-143	40.42160034	-92.50720215	RT O W	STATE	Underground 34.5kV
S-145	40.39239883	-92.50710297	CRD BUCKTOWN DR W	COUNTY	Underground 34.5kV
S-146	40.46569824	-92.50219727	CRD ST JOHNS AVE S	COUNTY	Underground 34.5kV
S-147	40.42160034	-92.50060272	RT O W	STATE	Underground 34.5kV
S-152	40.34519958	-92.49849701	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
S-155	40.3728981	-92.4980011	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-156	40.3512001	-92.4980011	CRD CROW TRL S	COUNTY	Underground 34.5kV
S-157	40.36920166	-92.4980011	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-158	40.40340042	-92.49790192	RT E W	STATE	Underground 34.5kV
S-160	40.40340042	-92.49590302	RT E W	STATE	Underground 34.5kV
S-161	40.42559814	-92.49590302	CRD GERMANIA AVE E	COUNTY	Underground 34.5kV
S-163	40.40340042	-92.49279785	RT E W	STATE	Underground 34.5kV
S-164	40.4253006	-92.49259949	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-165	40.40340042	-92.49169922	RT E W	STATE	Underground 34.5kV
S-166	40.48350143	-92.48880005	RT D E	STATE	Underground 34.5kV
S-169	40.43270111	-92.48639679	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-170	40.34519958	-92.48629761	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
S-172	40.42539978	-92.48609924	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-173	40.4803009	-92.48609924	CRD ROCKING CHAIR DR S	COUNTY	Underground 34.5kV

S-174	40.40620041	-92.48590088	CRD PENN AVE E	COUNTY	Underground 34.5kV
S-176	40.42610168	-92.48429871	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-177	40.42549896	-92.4835968	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-178	40.47299957	-92.48339844	CRD ROCKING CHAIR DR S	COUNTY	Underground 34.5kV
S-179	40.42699814	-92.48320007	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-180	40.43399811	-92.48310089	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-181	40.42549896	-92.4822998	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-183	40.43230057	-92.48200226	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-185	40.43030167	-92.48190308	CRD KLEIN LN N	COUNTY	Underground 34.5kV
S-188	40.42440033	-92.48169708	CRD PENN AVE S	COUNTY	Underground 34.5kV
S-189	40.4239006	-92.48169708	CRD PENN AVE S	COUNTY	Underground 34.5kV
S-190	40.41999817	-92.4815979	CRD PENN AVE S	COUNTY	Underground 34.5kV
S-191	40.37409973	-92.4815979	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-192	40.40230179	-92.48069763	RT E W	STATE	Underground 34.5kV
S-193	40.43099976	-92.48010254	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-194	40.42549896	-92.47969818	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-195	40.375	-92.479599	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-196	40.35860062	-92.47930145	CRD MARCH AVE S	COUNTY	Underground 34.5kV
S-197	40.34769821	-92.47930145	CRD MARCH AVE S	COUNTY	Underground 34.5kV
S-199	40.35969925	-92.47509766	RT J W	STATE	Underground 34.5kV
S-200	40.47589874	-92.47409821	RT D E	STATE	Underground 34.5kV
S-201	40.3669014	-92.47380066	CRD WALKING TRAIL DR E	COUNTY	Underground 34.5kV
S-202	40.4353981	-92.47250366	CRD BUSHNELL AVE S	COUNTY	Underground 34.5kV
S-203	40.49570084	-92.4713974	RT V W	STATE	Underground 34.5kV
S-204	40.42570114	-92.47129822	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-205	40.44169998	-92.47070313	CRD BUSHNELL AVE S	COUNTY	Underground 34.5kV
S-206	40.43310165	-92.47059631	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-207	40.44290161	-92.47049713	CRD BUSHNELL AVE S	COUNTY	Underground 34.5kV
S-208	40.39279938	-92.47029877	CRD BUCKTOWN DR W	COUNTY	Underground 34.5kV
S-209	40.47140121	-92.4701004	RT D E	STATE	Underground 34.5kV
S-210	40.3669014	-92.46980286	CRD WALKING TRAIL DR E	COUNTY	Underground 34.5kV
S-211	40.43989944	-92.46980286	CRD BUSHNELL AVE S	COUNTY	Underground 34.5kV
S-212	40.38159943	-92.46790314	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-214	40.43310165	-92.46549988	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-215	40.38159943	-92.46549988	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-216	40.38159943	-92.46399689	CRD FAIRVIEW DR W	COUNTY	Underground 34.5kV
S-218	40.42580032	-92.46369934	CRD HEREFORDALE DR W	COUNTY	Underground 34.5kV
S-219	40.3669014	-92.46369934	CRD WALKING TRAIL DR E	COUNTY	Underground 34.5kV
S-220	40.43149948	-92.46279907	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-227	40.42419815	-92.46260071	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-229	40.41910172	-92.46240234	CRD YEARNS DR N	COUNTY	Underground 34.5kV

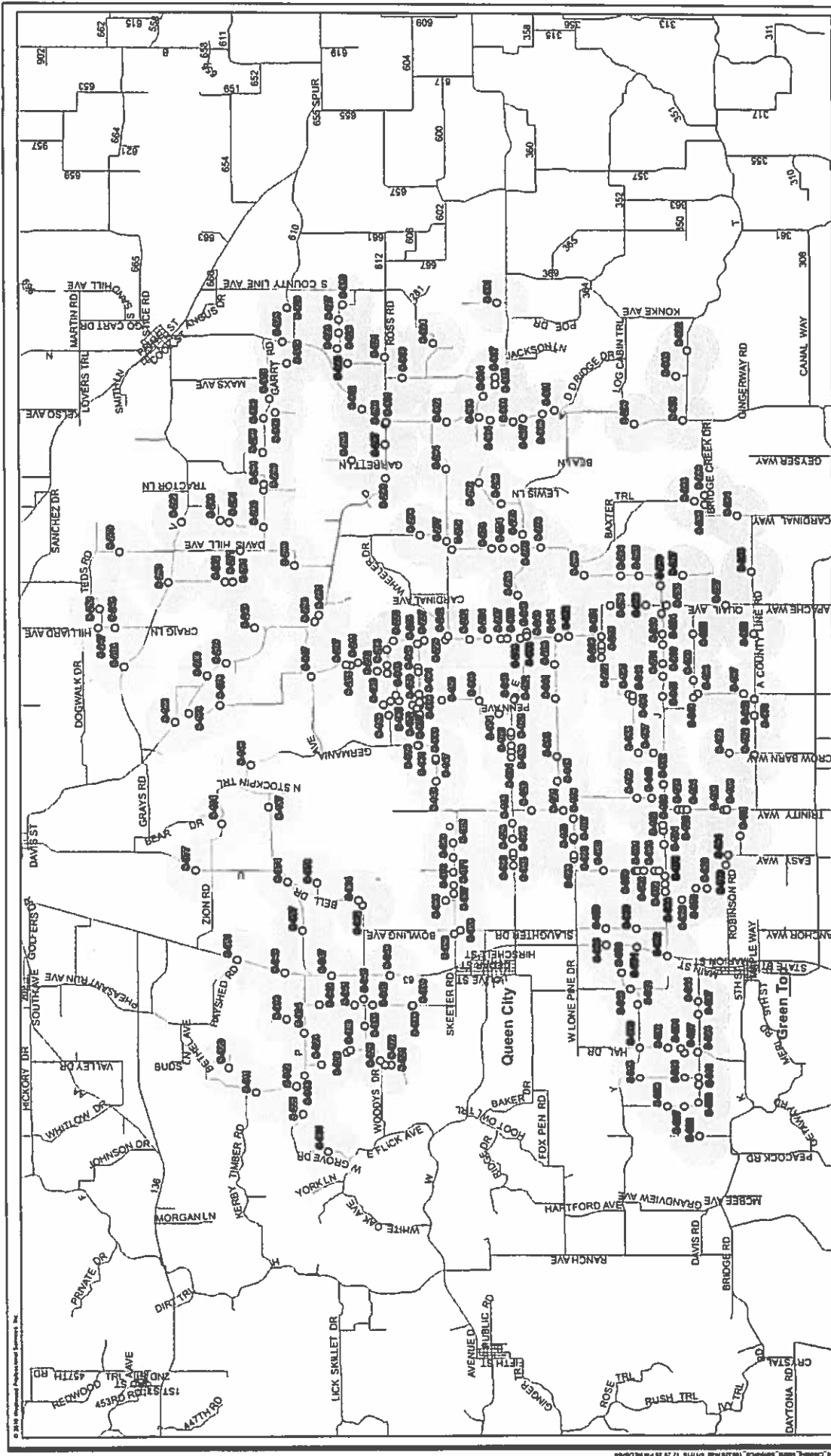
S-232	40.41329956	-92.46230316	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-234	40.40890121	-92.46209717	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-237	40.40579987	-92.46209717	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-238	40.40100098	-92.4618988	CRD YEARNS DR N	COUNTY	Underground 34.5kV
S-241	40.39189911	-92.46160126	CRD QUAIL AVE S	COUNTY	Underground 34.5kV
S-242	40.41849899	-92.46130371	CRD NEWLAND RD W	COUNTY	Underground 34.5kV
S-243	40.3995018	-92.46070099	RT E W	STATE	Underground 34.5kV
S-246	40.3995018	-92.45999908	RT E W	STATE	Underground 34.5kV
S-247	40.50189972	-92.45899963	CRD HILLIARD AVE S	COUNTY	Underground 34.5kV
S-248	40.49779892	-92.45890045	CRD HILLIARD AVE S	COUNTY	Underground 34.5kV
S-249	40.46459961	-92.45880127	CRD KETHE LN W	COUNTY	Underground 34.5kV
S-250	40.45029831	-92.45690155	RT D E	STATE	Underground 34.5kV
S-251	40.44929886	-92.45469666	RT D E	STATE	Underground 34.5kV
S-252	40.36709976	-92.45400238	CRD WALKING TRAIL DR E	COUNTY	Underground 34.5kV
S-253	40.50149918	-92.45290375	CRD TEDS RD E	COUNTY	Underground 34.5kV
S-254	40.37939835	-92.45140076	CRD QUAIL AVE S	COUNTY	Underground 34.5kV
S-255	40.36589813	-92.45140076	CRD QUAIL AVE S	COUNTY	Underground 34.5kV
S-256	40.3708992	-92.45140076	CRD QUAIL AVE S	COUNTY	Underground 34.5kV
S-257	40.35189819	-92.45130157	CRD QUAIL AVE S	COUNTY	Underground 34.5kV
S-258	40.40159988	-92.44830322	RT E W	STATE	Underground 34.5kV
S-259	40.36740112	-92.44519806	CRD WALKING TRAIL DR E	COUNTY	Underground 34.5kV
S-260	40.48500061	-92.44439697	RT V W	STATE	Underground 34.5kV
S-261	40.46979904	-92.44429779	CRD MATHEWS LN S	COUNTY	Underground 34.5kV
S-262	40.47159958	-92.44429779	CRD MATHEWS LN S	COUNTY	Underground 34.5kV
S-264	40.37689972	-92.44200134	CRD PROUGH TRL S	COUNTY	Underground 34.5kV
S-265	40.37260056	-92.44200134	CRD PROUGH TRL S	COUNTY	Underground 34.5kV
S-266	40.38570023	-92.44190216	CRD PROUGH TRL S	COUNTY	Underground 34.5kV
S-267	40.36209869	-92.44180298	CRD PROUGH TRL S	COUNTY	Underground 34.5kV
S-268	40.34579849	-92.44059753	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
S-269	40.45510101	-92.43900299	CRD DAVIS HILL AVE S	COUNTY	Underground 34.5kV
S-270	40.4966011	-92.43479919	CRD PUNKIN HILL DR S	COUNTY	Underground 34.5kV
S-271	40.46789932	-92.43440247	CRD DAVIS HILL AVE S	COUNTY	Underground 34.5kV
S-272	40.41740036	-92.43379974	CRD BRUSHY AVE N	COUNTY	Underground 34.5kV
S-273	40.40779877	-92.4335022	CRD BRUSHY AVE N	COUNTY	Underground 34.5kV
S-274	40.40520096	-92.43340302	CRD BRUSHY AVE N	COUNTY	Underground 34.5kV
S-275	40.40219879	-92.43340302	CRD BRUSHY AVE N	COUNTY	Underground 34.5kV
S-276	40.39599991	-92.43319702	CRD RIGDON AVE S	COUNTY	Underground 34.5kV
S-277	40.41870117	-92.43119812	CRD NEWLAND RD W	COUNTY	Underground 34.5kV
S-278	40.42509842	-92.42919922	CRD MCELROY RD S	COUNTY	Underground 34.5kV
S-279	40.40039825	-92.42890167	RT E W	STATE	Underground 34.5kV
S-280	40.46239853	-92.42680359	CRD OUTEN RD E	COUNTY	Underground 34.5kV

S-281	40.47060013	-92.4253006	CRD STUMP AVE S	COUNTY	Underground 34.5kV
S-282	40.48180008	-92.42520142	RT V W	STATE	Underground 34.5kV
S-283	40.47269821	-92.42459869	CRD STUMP AVE S	COUNTY	Underground 34.5kV
S-284	40.3492012	-92.42279816	CRD BRIDGE CREEK DR W	COUNTY	Underground 34.5kV
S-285	40.35689926	-92.41940308	CRD BRIDGE CREEK DR W	COUNTY	Underground 34.5kV
S-286	40.4056015	-92.41919708	CRD W HART LN E	COUNTY	Underground 34.5kV
S-288	40.35929871	-92.41819763	CRD RIGDON AVE S	COUNTY	Underground 34.5kV
S-289	40.35689926	-92.41629791	CRD BRIDGE CREEK DR W	COUNTY	Underground 34.5kV
S-290	40.46229935	-92.41500092	CRD OUTEN RD E	COUNTY	Underground 34.5kV
S-291	40.46229935	-92.4131012	CRD OUTEN RD E	COUNTY	Underground 34.5kV
S-292	40.41080093	-92.41249847	CRD W HART LN E	COUNTY	Underground 34.5kV
S-293	40.43330002	-92.41120148	RT D E	STATE	Underground 34.5kV
S-294	40.41880035	-92.40820313	CRD NEWLAND RD W	COUNTY	Underground 34.5kV
S-295	40.44129944	-92.40550232	CRD GARRETT LN S	COUNTY	Underground 34.5kV
S-296	40.46250153	-92.40299988	CRD GARRY RD E	COUNTY	Underground 34.5kV
S-297	40.4333992	-92.40039825	RT D E	STATE	Underground 34.5kV
S-298	40.43330002	-92.39379883	RT D E	STATE	Underground 34.5kV
S-299	40.37360001	-92.39360046	RT A S	STATE	Underground 34.5kV
S-301	40.43310165	-92.39330292	RT D E	STATE	Underground 34.5kV
S-302	40.41859818	-92.39309692	RT D E	STATE	Underground 34.5kV
S-303	40.40259933	-92.39299774	RT A S	STATE	Underground 34.5kV
S-304	40.40810013	-92.39250183	RT A S	STATE	Underground 34.5kV
S-305	40.36209869	-92.39250183	RT A S	STATE	Underground 34.5kV
S-306	40.46229935	-92.39209747	CRD GARRY RD E	COUNTY	Underground 34.5kV
S-307	40.40029907	-92.39199829	RT A S	STATE	Underground 34.5kV
S-308	40.41080093	-92.39160156	RT A S	STATE	Underground 34.5kV
S-309	40.39550018	-92.39050293	RT A S	STATE	Underground 34.5kV
S-310	40.45949936	-92.39029694	PVT PRIVATE DR N	PRIVATE	Underground 34.5kV
S-311	40.3927002	-92.38929749	RT A S	STATE	Underground 34.5kV
S-312	40.43880081	-92.38909912	RT A S	STATE	Underground 34.5kV
S-313	40.46089935	-92.3859024	CRD GARRY RD E	COUNTY	Underground 34.5kV
S-314	40.40980148	-92.38490295	RT D E	STATE	Underground 34.5kV
S-315	40.4068985	-92.38110352	RT D E	STATE	Underground 34.5kV
S-316	40.42910004	-92.37909698	CRD COFFEE AVE S	COUNTY	Underground 34.5kV
S-317	40.4068985	-92.37889862	CRD COFFEE AVE S	COUNTY	Underground 34.5kV
S-318	40.36370087	-92.37830353	CRD WINN LN S	COUNTY	Underground 34.5kV
S-319	40.45669937	-92.37460327	CRD LINN GROVE TRL S	COUNTY	Underground 34.5kV
S-320	40.44219971	-92.37449646	CRD HIGH HORN DR N	COUNTY	Underground 34.5kV
S-321	40.4333992	-92.37249756	CRD ROSS RD E	COUNTY	Underground 34.5kV
S-322	40.36100006	-92.37020111	RT T W	STATE	Underground 34.5kV
S-323	40.44459915	-92.36969757	CRD BUCK TRL W	COUNTY	Underground 34.5kV

S-324	40.42179871	-92.36799622	CRD BISSELL RIDGE DR W	COUNTY	Underground 34.5kV
S-325	40.45769882	-92.36769867	RT A S	STATE	Underground 34.5kV
S-326	40.44430161	-92.36470032	CRD BUCK TRL W	COUNTY	Underground 34.5kV
S-327	40.44430161	-92.36039734	CRD BUCK TRL W	COUNTY	Underground 34.5kV
S-329	40.45660019	-92.35669708	CRD CAMP GROUND TRL E	COUNTY	Underground 34.5kV
S-330	40.44340134	-92.35569763	CRD BUCK TRL W	COUNTY	Underground 34.5kV
S-331	40.40629959	-92.35510254	CRD DEER RUN AVE S	COUNTY	Underground 34.5kV
S-332	40.3667984	-92.50789642	RT J W	STATE	Overhead 345kV
S-333	40.42160034	-92.50009918	RT O W	STATE	Overhead 345kV
S-334	40.40340042	-92.49960327	RT E W	STATE	Overhead 345kV
S-335	40.39239883	-92.4992981	CRD BUCKTOWN DR W	COUNTY	Overhead 345kV
S-336	40.42589951	-92.49590302	CRD GERMANIA AVE E	COUNTY	Overhead 345kV
S-337	40.42599869	-92.48429871	CRD KLEIN LN N	COUNTY	Overhead 345kV
S-338	40.42549896	-92.48220062	CRD HEREFORDALE DR W	COUNTY	Overhead 345kV
S-339	40.4109993	-92.48179626	CRD PENN AVE E	COUNTY	Overhead 345kV
S-340	40.40259933	-92.48139954	RT E W	STATE	Overhead 345kV
S-341	40.3927002	-92.48090363	CRD BUCKTOWN DR W	COUNTY	Overhead 345kV
S-342	40.34519958	-92.48090363	CRD A COUNTY LINE RD W	COUNTY	Overhead 345kV
S-343	40.35960007	-92.48040009	RT J W	STATE	Overhead 345kV
S-345	40.3669014	-92.48020172	CRD WALKING TRAIL DR E	COUNTY	Overhead 345kV
S-346	40.37409973	-92.48000336	CRD FAIRVIEW DR W	COUNTY	Overhead 345kV
S-347	40.45119858	-92.47429657	CRD GERMANIA AVE E	COUNTY	Overhead 345kV
S-348	40.43299866	-92.47309875	CRD YEARNS DR N	COUNTY	Overhead 345kV
S-349	40.42570114	-92.47260284	CRD HEREFORDALE DR W	COUNTY	Overhead 345kV
S-350	40.40420151	-92.46199799	CRD YEARNS DR N	COUNTY	Overhead 345kV
S-351	40.38159943	-92.46130371	CRD FAIRVIEW DR W	COUNTY	Overhead 345kV
S-352	40.38940048	-92.4611969	CRD QUAIL AVE S	COUNTY	Overhead 345kV
S-353	40.3995018	-92.4611969	RT E W	STATE	Overhead 345kV
S-354	40.3669014	-92.46040344	CRD WALKING TRAIL DR E	COUNTY	Overhead 345kV
S-355	40.35969925	-92.46040344	RT J W	STATE	Overhead 345kV
S-356	40.34519958	-92.46029663	CRD A COUNTY LINE RD W	COUNTY	Overhead 345kV

## Appendix 1

Map of crossing locations referenced in Table 1.



**High Prairie Wind Project**  
 Schuyler County, Missouri

**Existing Road Crossing Matrix Exhibit**  
 APPENDIX 1-S  
 April 17, 2018

**Legend**

- Half Mile Radius
- Crossing Point
- Overhead
- Existing Road
- Underground

Miles

0 1.5

N

**Westwood**  
Professional Professional of Surveyors, Inc.

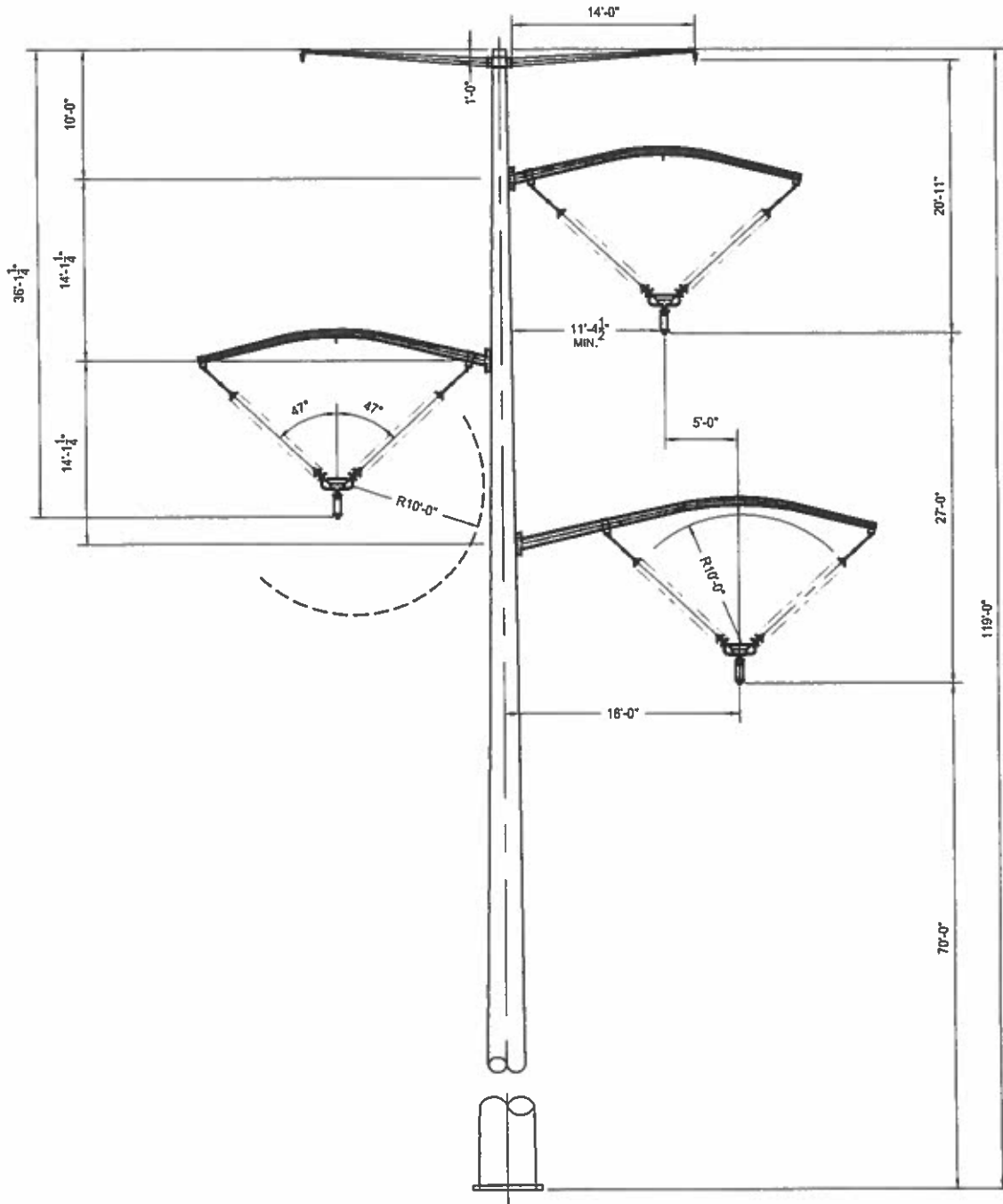


## Appendix 2

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

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

A	HIGH PRAIRIE WIND, 30% DESIGN	1/11/18	DO	JT		
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD



149602.500.dwg

DSGN	JT	1/11/18
DRN	DO	1/11/18
CKD	JT	1/11/18

SCALE: N.T.S.

FOR 8.5x11 DWG ONLY



HIGH PRAIRIE WIND  
345KV TRANSMISSION LINE

STRUCTURE ASSEMBLY  
TANGENT

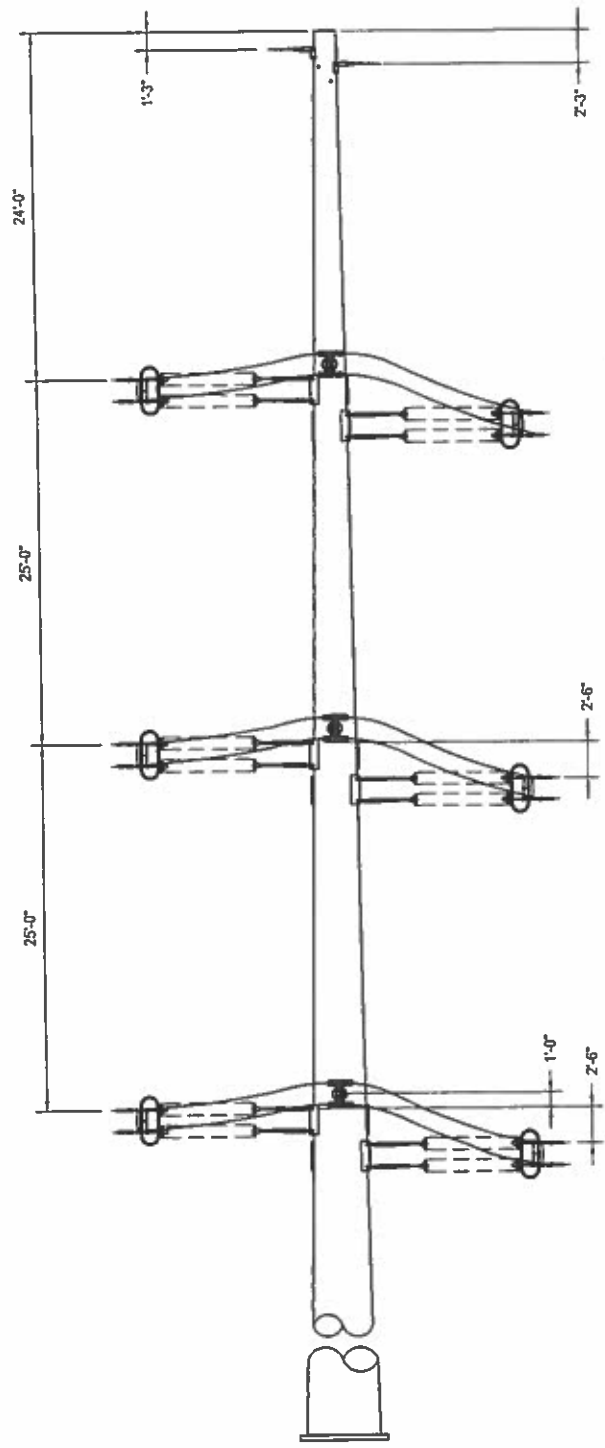
JOB NUMBER  
149602

DRAWING NUMBER  
500.001


REV  
A

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT. TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

A	HIGH PRAIRIE WIND, 30% DESIGN	1/11/18	DO	JT		
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD



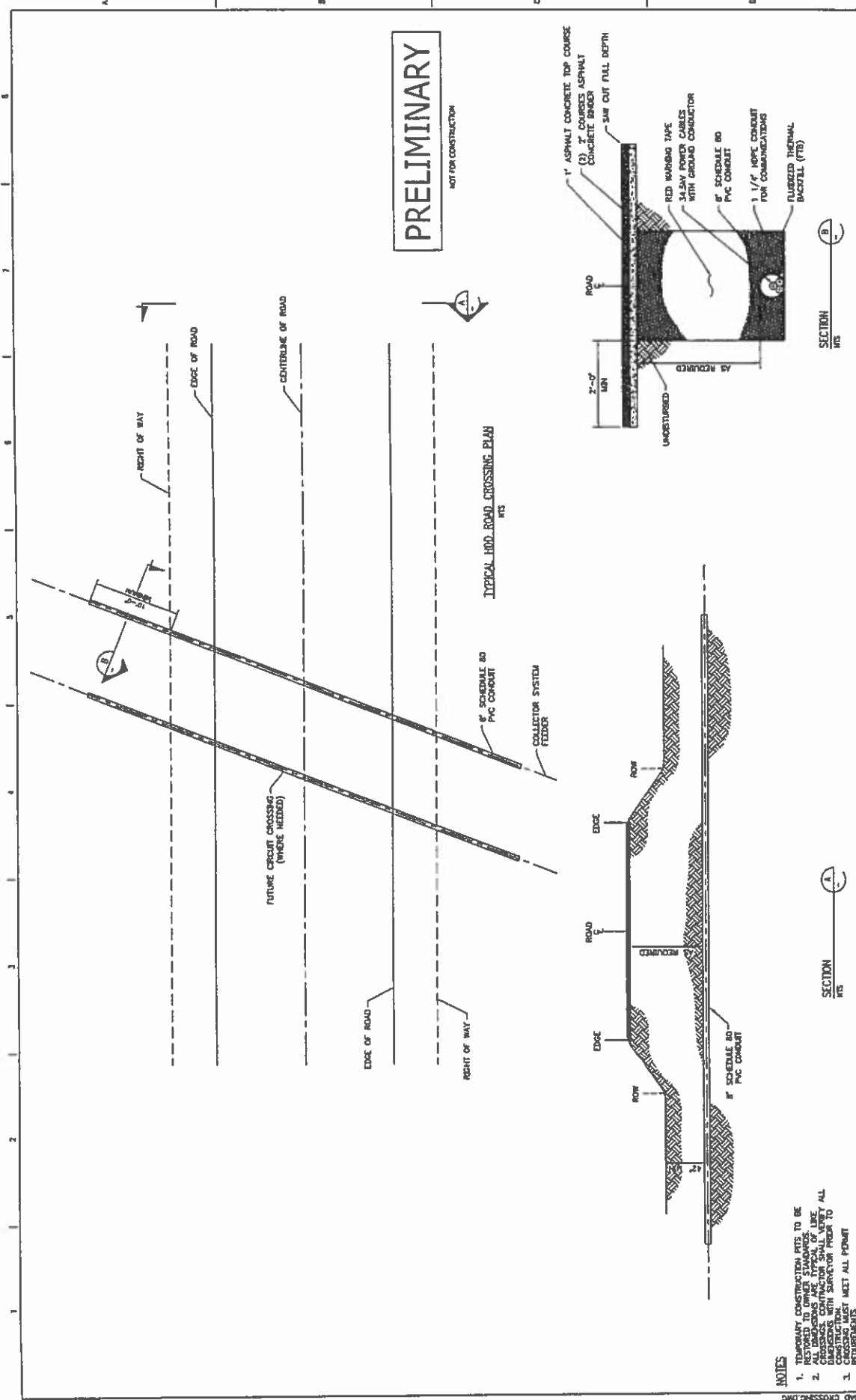
149602.500.dwg

					HIGH PRAIRIE WIND 345KV TRANSMISSION LINE	JOB NUMBER 149602	REV A
			SCALE: N.T.S. FOR 8.5x11 DWG ONLY		STRUCTURE ASSEMBLY STRAIN/DEADEND	DRAWING NUMBER 500.002	

REFERENCE DRAWINGS

## Appendix 3

Representative illustration of trenched underground 34.5 kV cable collection system road crossing.



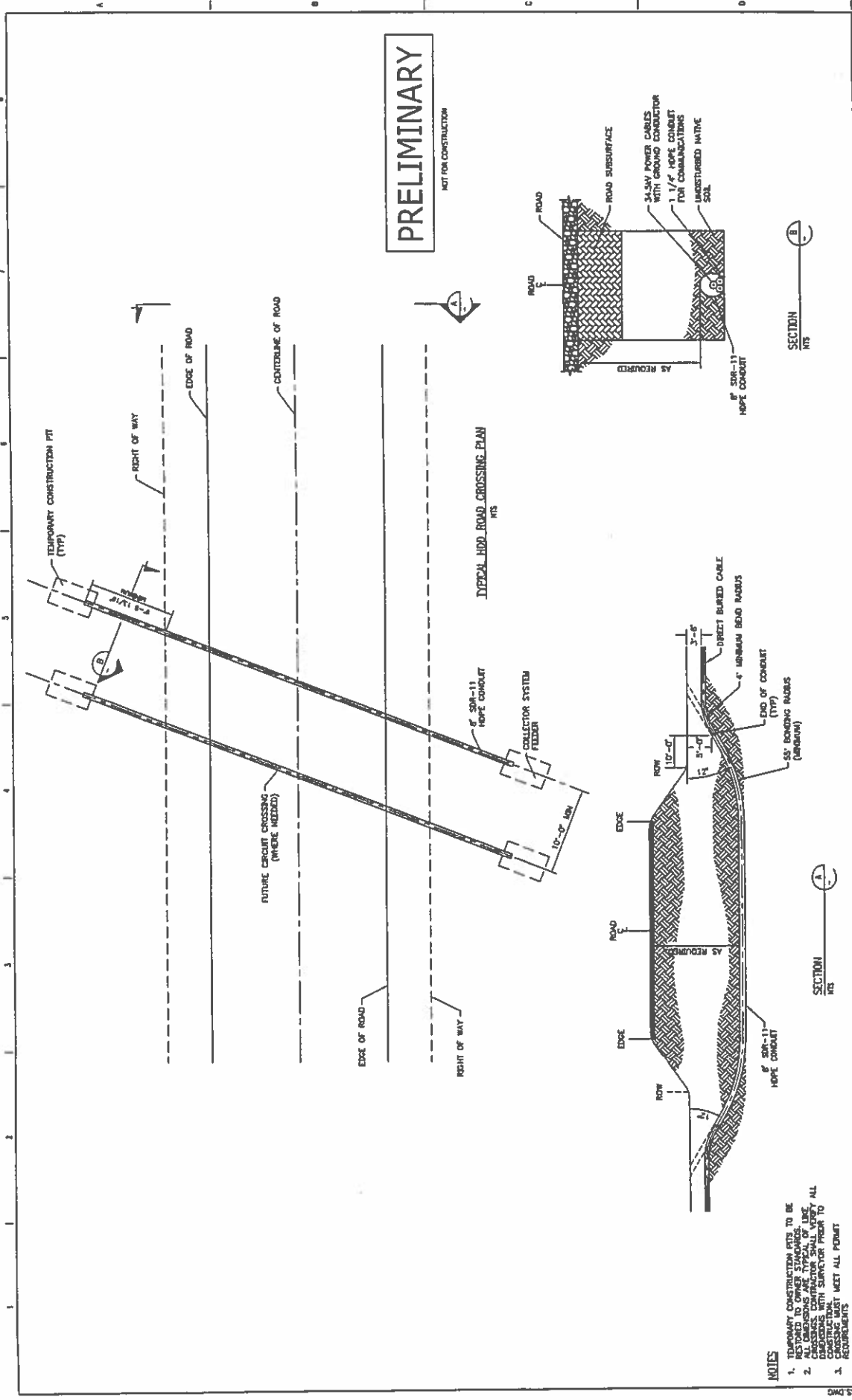
**PRELIMINARY**  
NOT FOR CONSTRUCTION

- NOTES**
1. TEMPORARY CONSTRUCTION PITS TO BE KEPT OPEN TO ALLOW FOR FUTURE CONSTRUCTION. ALL DIMENSIONS ARE TYPICAL OF LIKE CROSSINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH SURVEYOR PRIOR TO CONSTRUCTION. CONSTRUCTION MUST MEET ALL PDOT REQUIREMENTS.
  2. THE OWNER HAS PROVIDED THE NECESSARY PERMITS AND APPROVALS FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

JOB NUMBER		19902	REV	Δ
DRAWING NUMBER		E4-4		
HIGH PRAIRIE WPD		SKW COLLECTION SYSTEM		
OPEN TRENCH ROAD CROSSING		OPEN TRENCH ROAD CROSSING		
POWER ENGINEERS		SCALE: AS NOTED		
DESIGN	BY	2/7/18	DATE	2/7/18
DRAWN	BY	2/7/18	DATE	2/7/18
CHECKED	BY		DATE	
SCALE:	AS NOTED	NOT SCALE AND NOT TO BE USED FOR CONSTRUCTION		
REV	DESCRIPTION	DATE	BY	APPD
A	HIGH PRAIRIE WPD, SKW DESIGN			
	REVISIONS			
	REFERENCE DRAWINGS			

## Appendix 4

Representative illustration of a bored underground 34.5 kV cable collection system road crossing.



**PRELIMINARY**  
NOT FOR CONSTRUCTION

- NOTES**
1. TEMPORARY CONSTRUCTION PITS TO BE RESTORED TO OWNER STANDARDS.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL PERMITS AND REQUIREMENTS.

LOGN	BN	2/2/18	REV	JOB NUMBER	14002
DRN	P	2/2/18	14002	HIGH PROFILE WIND	
CD	S	AS NOTED	DRAWING NUMBER	33KV COLLECTION SYSTEM	
SCALE:	AS NOTED		COLLECTION SYSTEM	ROAD CROSSING DETAIL	E4-2
DATE:	2/2/18		REV	DATE	
DESIGNER:	DRN	DISCH	CD	APPRO	
REVISIONS:					
REFERENCE DRAWINGS:					



SECTION  
HTS

SECTION  
HTS

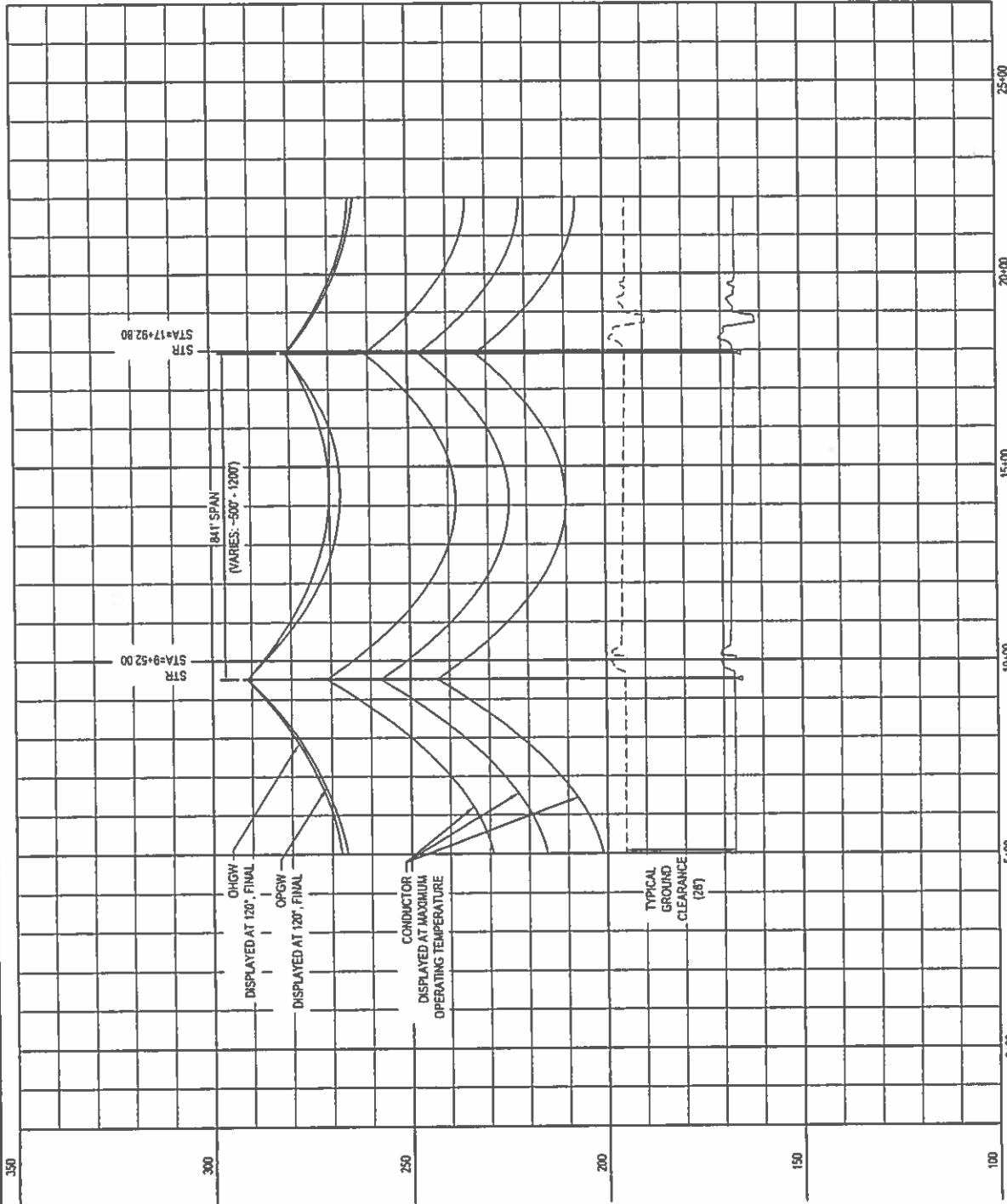
## Appendix 5

Illustration demonstrating NESC minimum required ground clearance for the 345kV Gen Tie.



149602.200.dwg

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF POWER ENGINEERS, INC. THE REUSE OF THIS DRAWING FOR ANY OTHER PROJECT IS PROHIBITED UNLESS WRITTEN PERMISSION IS GRANTED FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.



**PROFILE**

REV	△
JOB NUMBER	149602
DRAWING NUMBER	210.201

HIGH PRAIRIE WIND	345 KV TRANSMISSION LINE
TYPICAL SPAN	

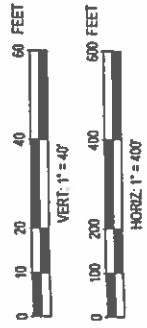


DSGN	ADC	02/07/18	AS SHOWN
DRN	DLO	02/07/18	
CHKD	ADC	02/07/18	
SCALE:	FOR E&I DRAWING ONLY		

ISSUED FOR REVIEW	02/07/18	DATE	ADC	APPD	REFERENCE DRAWINGS
REVISIONS					

**NOTES**

1. PRELIMINARY-SUBJECT TO FINAL SURVEY AND DESIGN.



# **EXHIBIT B**



April 23, 2018

Rodney Cooper, Presiding Commissioner  
Schuyler County Commission  
PO Box 187  
Lancaster, MO 63548

RE: Letter of Assurance to Schuyler County Commission

Dear Mr. Cooper,

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 Schuyler 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 Schuyler 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.

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.

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.

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.

Some portion of the County's roads or bridges to be used as Construction Routes will need to be upgraded, at the Project's 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.

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.

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.

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.

Sincerely,

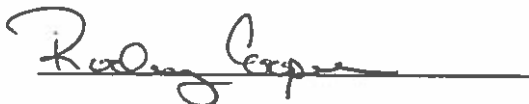


Daniel M Thompson  
Vice President  
TG High Prairie, LLC

Attachment 1: Form of Road Maintenance and Use Agreement

Agreed to the terms above:

Schuyler County Commission



**ATTACHMENT 1  
FORM OF THE  
ROAD MAINTENANCE AND USE  
AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), made this 23 day of April, 2018, by and between **TG High Prairie, LLC**, a Delaware limited liability company authorized to do business in Missouri ("**Wind Company**") and **Schuyler 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**".

**WITNESSED THAT:**

**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;

**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**");

**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;

**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;

**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.

**THEREFORE, BE IT RESOLVED THAT**, the Parties do hereby agree as follows:

**WIND COMPANY AGREES THAT:**

1. Baseline Reports.

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.

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 (each 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.

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.

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.

2. Identification of Haul Route. 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.

3. Improvements to County Roads.

- (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.
- (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.

(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.

(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.

(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.

4. Notice of Road Use Commencement. 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.

5. General Liability Insurance. 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.

6. Hold-Harmless. 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.

7. Public Safety Measures. Wind Company shall implement the following public safety measures at all times when using the Haul Routes for Road Use:

- a. install and maintain warning signs at the site and at the end of each Haul Route as may be reasonably necessary to promote traffic safety;
- b. ensure that any flaggers working in connection with the Project are trained in safe flagging operations;
- c. facilitate, to the extent reasonably practicable, local traffic use of Haul Routes;
- d. ensure that tools, equipment, materials, supplies, company vehicles, or worker vehicles are not parked or stored in the public right of way of the Haul Routes, other than for a short period of time to allow the loading or unloading of equipment or in connection with normal Road Use (so long as such actions do not materially and continually interfere with the use of such roads for local traffic); and
- e. undertake reasonable precautions to mitigate the dispersal of fugitive dust arising from Wind Company's use of the Haul Routes. Wind Company shall be responsible for implementing reasonable corrective actions to respond to complaints pertaining to such fugitive dust, or to mitigate such fugitive dust.

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:

(A) the repair work that may be necessary to restore the same to the condition provided in the Applicable Baseline Report ("**Repair Work**");

(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



promptly issue to Wind Company a written acceptance of the full or partial Repair Work.

(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.

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 Wind Company, upon giving notice to the County, shall be excused from such performance to the extent of and for the duration 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 designee 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 such dispute is 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 where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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; provided, however, that in no event shall this Agreement be terminable 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 legal 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. Estoppel Certificates. Wind Company may request from time to time an estoppel 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 estoppel 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 Party executing the certificate, and specifying the nature thereof; (d) whether or not any particular provision of this Agreement has been complied with; and (e) 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.

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 as 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.]**

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

SCHUYLER COUNTY, MISSOURI

TG HIGH PRAIRIE, LLC

Name: Rodney Cooper  
Title: President Comm.  
Date: 4-23-18

Name: Dal M. The  
Title: Vice-President  
Date: 4-23-18

ATTEST:

Bee Shaw  
County Clerk



# NOTICE OF OPEN MEETING

April 20, 2018 at 8:23 a.m.  
(Date and time notice was posted)

Notice is hereby given that the SCHUYLER COUNTY  
COMMISSION (name of public governmental body) will conduct  
a meeting at 9:00 a.m. (time) on April 23 (date), 2018, at  
COMMISSIONER'S OFFICE (place where meeting is to be  
held). The tentative agenda of this meeting includes:

April 16, 2018 Minutes

Payroll

Road & Bridge work

11:30 a.m.: Consideration & Approval of Wind Tower Ordinance & Assent

Any other business that may come before the commission.

Representatives of the news media may obtain copies of this notice  
by contacting:

Name: BREE SHAW, COUNTY CLERK

Address: P.O. BOX 187 LANCASTER, MO 63548

Telephone: 660-457-3842

(This is a suggested form and has not been approved by the judiciary as meeting the requirements of the Sunshine Law.  
This form is intended for use when a public governmental body plans to conduct an open meeting.)

## **RESOLUTION**

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 (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.

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

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

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 ATXI's Mark Twain 345kV; and

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 Crossing Report and Plan*, attached as **Exhibit A** to this Order and incorporated herein by reference and,

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

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.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF ADAIR COUNTY, MISSOURI, AS FOLLOWS:

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.

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.

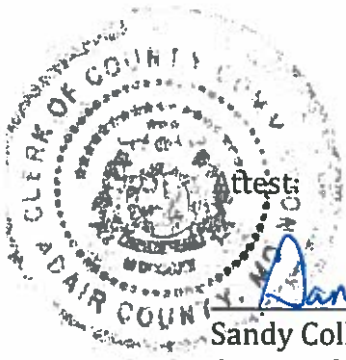
Section 3. This order shall be in force and effect from and after its passage.

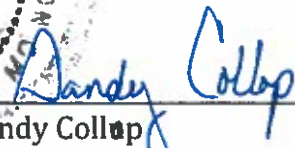
PASSED AND APPROVED, this 23<sup>rd</sup> day of April, 2018.

  
Stan Pickens  
Presiding Commissioner

  
Bill King,  
District 1 Commissioner

  
Mark Thompson  
District 2 Commissioner



Attest:  
  
Sandy Collop  
County Clerk



# **EXHIBIT A**



**High Prairie Wind Project**  
**County Road Crossing Report and Plan**  
**For**  
**Adair County, Missouri**  
**April 23, 2018**

# **Adair County**

## **Table of Contents**

- 1. Introduction of the Project**
- 2. Standards and Procedures regulating the Project**
- 3. Road Crossings**
- 4. Conclusion**

## **Appendices**

- i. Appendix 1**
- ii. Appendix 2**
- iii. Appendix 3**
- iv. Appendix 4**
- v. Appendix 5**

## **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 Projects 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 Projects 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 Projects 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.

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 trenched 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	40.32939911	-92.6108017	CRD COYOTE RD N	COUNTY	Overhead 345kV
A-002	40.32580185	-92.60639954	CRD COYOTE RD N	COUNTY	Overhead 345kV
A-003	40.32820129	-92.56569672	US 63 N	STATE	Overhead 345kV
A-004	40.32960129	-92.56500244	US 63 N	STATE	Overhead 345kV
A-006	40.32970047	-92.55390167	CRD ANCHOR WAY W	COUNTY	Overhead 345kV
A-007	40.33760071	-92.53240204	CRD MAPLE WAY E	COUNTY	Underground 34.5kV
A-008	40.33029938	-92.53130341	RT A S	STATE	Overhead 345kV
A-009	40.33000183	-92.53079987	CRD BUGLE WAY S	COUNTY	Overhead 345kV
A-010	40.34230042	-92.53029633	CRD EASY WAY N	COUNTY	Underground 34.5kV
A-011	40.33039856	-92.52970123	CRD EASY WAY N	COUNTY	Overhead 345kV
A-012	40.2723999	-92.52120209	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-013	40.33050156	-92.51650238	RT A S	STATE	Overhead 345kV
A-015	40.3302002	-92.51580048	CRD TRINITY WAY E	COUNTY	Overhead 345kV
A-016	40.34489822	-92.51300049	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-017	40.27249908	-92.51210022	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-018	40.34500122	-92.51000214	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-019	40.33060074	-92.50140381	RT A S	STATE	Underground 34.5kV
A-020	40.27949905	-92.50279999	CRD NORMANDY WAY W	COUNTY	Underground 34.5kV
A-023	40.3451004	-92.50260162	CRD A COUNTY LINE RD W	COUNTY	Underground 34.5kV
A-024	40.31969833	-92.5	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-025	40.33060074	-92.4980011	RT A S	STATE	Underground 34.5kV
A-028	40.3409996	-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	40.30149841	-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	-92.49330139	CRD ATLANTIC WAY S	COUNTY	Underground 34.5kV
A-037	40.33050156	-92.49320221	CRD ATLANTIC WAY S	COUNTY	Overhead 345kV
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	40.30149841	-92.49240112	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-043	40.27980042	-92.49230194	RT T W	STATE	Underground 34.5kV
A-046	40.31969833	-92.4910965	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-047	40.30149841	-92.48989868	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-048	40.30250168	-92.48870087	CRD SPERRY WAY S	COUNTY	Underground 34.5kV
A-050	40.30450058	-92.48870087	CRD SPERRY WAY S	COUNTY	Underground 34.5kV
A-051	40.30009842	-92.48860168	CRD SPERRY WAY S	COUNTY	Underground 34.5kV
A-052	40.29750061	-92.4885025	CRD SPERRY WAY S	COUNTY	Underground 34.5kV

A-053	40.31969833	-92.4885025	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-054	40.2881012	-92.4885025	CRD SPERRY WAY S	COUNTY	Underground 34.5kV
A-056	40.2765007	-92.48840332	CRD SPERRY WAY S	COUNTY	Underground 34.5kV
A-057	40.26190186	-92.48770142	CRD 114 S	COUNTY	Underground 34.5kV
A-058	40.30149841	-92.48719788	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-059	40.33069992	-92.48600006	RT A S	STATE	Underground 34.5kV
A-060	40.31969833	-92.4858017	CRD TRINITY WAY E	COUNTY	Underground 34.5kV
A-061	40.27270126	-92.48339844	CRD GROUSE WAY E	COUNTY	Underground 34.5kV
A-063	40.30889893	-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	40.33069992	-92.47969818	RT A S	STATE	Underground 34.5kV
A-068	40.34120178	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Underground 34.5kV
A-069	40.32709885	-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	40.33069992	-92.47820282	RT A S	STATE	Underground 34.5kV
A-076	40.33100128	-92.47920227	RT A S	STATE	Underground 34.5kV
A-077	40.30889893	-92.47589874	CRD FORT MADISON WAY E	COUNTY	Underground 34.5kV
A-079	40.30160141	-92.47309875	CRD MORGAN WAY W	COUNTY	Underground 34.5kV
A-080	40.31610107	-92.4733963	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-082	40.28010178	-92.47299957	RT T W	STATE	Underground 34.5kV
A-084	40.2859993	-92.46510315	CRD BRISTOL WAY N	COUNTY	Underground 34.5kV
A-085	40.31620026	-92.46450043	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-086	40.25849915	-92.46350098	CRD BENTON WAY W	COUNTY	Underground 34.5kV
A-087	40.26850128	-92.46019745	CRD CLAY WAY S	COUNTY	Underground 34.5kV
A-088	40.25490189	-92.46009827	CRD CLAY WAY S	COUNTY	Underground 34.5kV
A-089	40.3307991	-92.45929718	RT A S	STATE	Underground 34.5kV
A-090	40.25849915	-92.45680237	CRD BENTON WAY W	COUNTY	Underground 34.5kV
A-091	40.28030014	-92.45570374	RT T W	STATE	Underground 34.5kV
A-092	40.31639862	-92.45320129	CRD CLOVER WAY E	COUNTY	Underground 34.5kV
A-093	40.34199905	-92.45110321	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-094	40.33959961	-92.45110321	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-095	40.34519958	-92.45980072	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-097	40.32229996	-92.4509964	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-098	40.29140091	-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	40.31280136	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-102	40.30609894	-92.45079803	CRD APACHE WAY N	COUNTY	Underground 34.5kV
A-103	40.33110046	-92.44930267	RT A S	STATE	Underground 34.5kV
A-104	40.29130173	-92.44139862	CRD LONE PINE 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

A-107	40.32389832	-92.43199921	CRD WILMATHSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-109	40.30820084	-92.43180084	CRD WILMATHSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-110	40.29629898	-92.4315033	CRD WILMATHSVILLE SCHOOL WAY N	COUNTY	Underground 34.5kV
A-111	40.2806015	-92.43049622	CRD OLIVE HILL WAY E	COUNTY	Underground 34.5kV
A-112	40.28760147	-92.4265976	CRD ARCTIC WAY S	COUNTY	Underground 34.5kV
A-113	40.28269958	-92.4265976	CRD ARCTIC WAY S	COUNTY	Underground 34.5kV
A-114	40.25870132	-92.4265976	CRD MULE TRAIN WAY E	COUNTY	Underground 34.5kV
A-115	40.24639893	-92.42630005	CRD HAZEL GREEN WAY N	COUNTY	Underground 34.5kV
A-116	40.30239868	-92.42449951	CRD HORNET WAY E	COUNTY	Underground 34.5kV
A-117	40.25889969	-92.42140198	CRD MULE TRAIN WAY E	COUNTY	Underground 34.5kV
A-118	40.30250168	-92.42089844	CRD HORNET WAY E	COUNTY	Underground 34.5kV
A-119	40.32630157	-92.41480255	RT A S	STATE	Underground 34.5kV
A-120	40.34489822	-92.40380096	CRD GEYSER WAY N	COUNTY	Underground 34.5kV
A-121	40.34180069	-92.40380096	CRD GEYSER WAY N	COUNTY	Underground 34.5kV
A-122	40.3205986	-92.4036026	RT J S	STATE	Underground 34.5kV
A-123	40.29499817	-92.40319824	RT J S	STATE	Underground 34.5kV
A-124	40.27690125	-92.40299988	RT J S	STATE	Underground 34.5kV
A-125	40.25510025	-92.40280151	RT J S	STATE	Underground 34.5kV
A-126	40.32109833	-92.38760376	CRD PLEASANT HILL WAY S	COUNTY	Underground 34.5kV
A-127	40.25749969	-92.38629913	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-128	40.27859879	-92.38600159	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-129	40.29159927	-92.38580322	CRD WILD HORSE WAY S	COUNTY	Underground 34.5kV
A-130	40.31729889	-92.38040161	CRD PLEASANT HILL WAY S	COUNTY	Underground 34.5kV
A-132	40.33190155	-92.37760162	CRD CANAL WAY E	COUNTY	Underground 34.5kV
A-133	40.2737999	-92.37670135	CRD GARDEN GROVE WAY W	COUNTY	Underground 34.5kV
A-134	40.31729889	-92.37609863	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	40.26789856	-92.36720276	CRD CENTURY WAY S	COUNTY	Underground 34.5kV
A-137	40.27389908	-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 345kV
A-139	40.33100128	-92.49790192	CRD CROW BARN WAY N	COUNTY	Overhead 345kV
A-141	40.33069992	-92.47979736	RT A S	STATE	Overhead 345kV
A-143	40.33110046	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Overhead 345kV
A-144	40.31969833	-92.47969818	CRD TRINITY WAY E	COUNTY	Overhead 345kV
A-145	40.30879974	-92.47969818	CRD FORT MADISON WAY E	COUNTY	Overhead 345kV
A-146	40.33029938	-92.47920227	CRD WILLOW CREEK WAY N	COUNTY	Overhead 345kV
A-147	40.31620026	-92.47000122	CRD CLOVER WAY E	COUNTY	Overhead 34.5kV
A-148	40.3307991	-92.46060181	RT A S	STATE	Overhead 34.5kV
A-149	40.31629944	-92.46040344	CRD CLOVER WAY E	COUNTY	Overhead 34.5kV

## Appendix 1

Map of crossing locations referenced in Table 1.

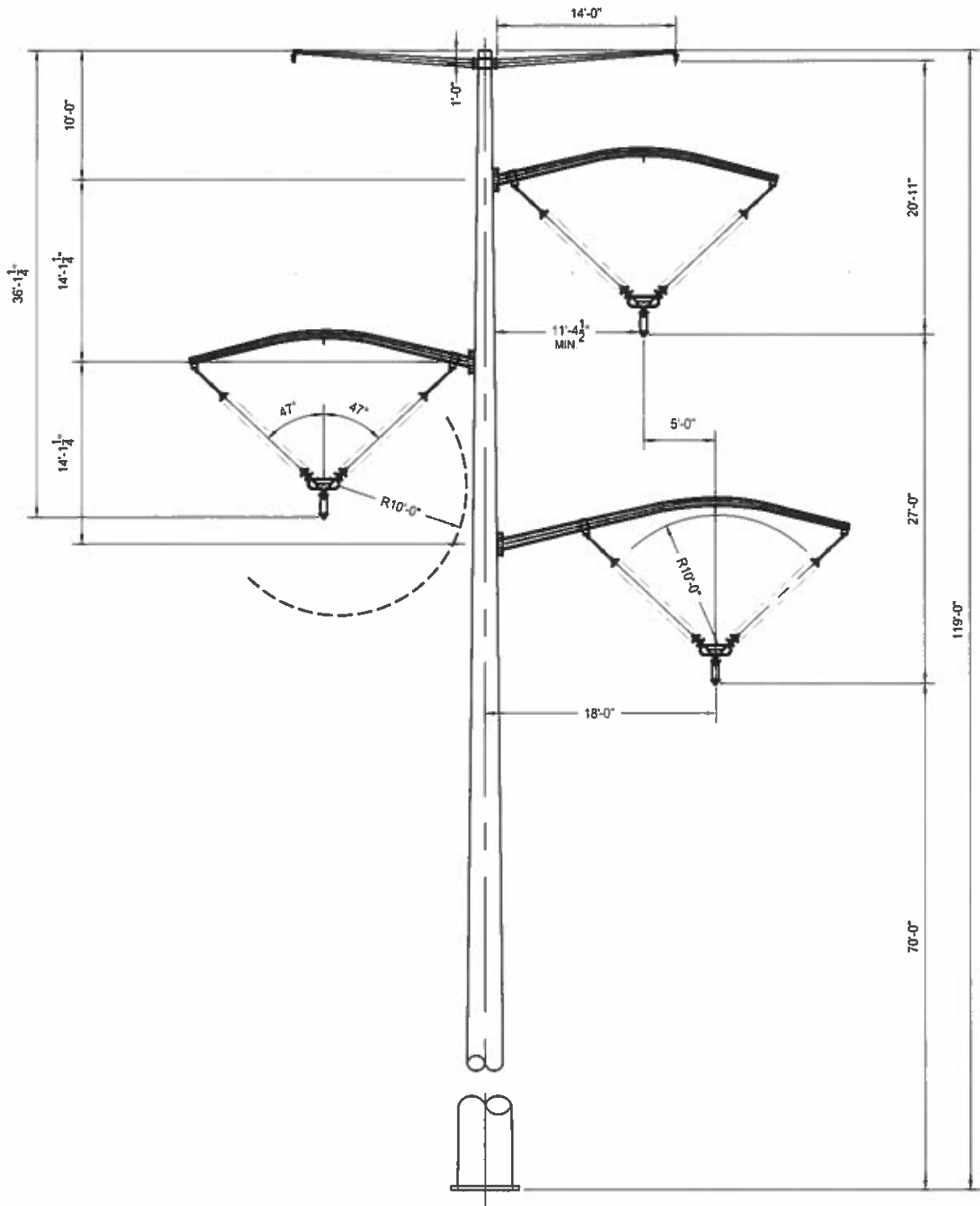


## Appendix 2

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

THIS DRAWING WAS PREPARED BY POWER ENGINEERS INC. FOR A SPECIFIC PROJECT TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS OBTAINED.

A	HIGH PRAIRIE WIND, 30% DESIGN	1/11/18	DO	JT		
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD



149602\_500.dwg


DSGN	JT	1/11/18
DRN	DO	1/11/18
CKD	JT	1/11/18
SCALE: N T S		
FOR 8.5x11 DWG ONLY		



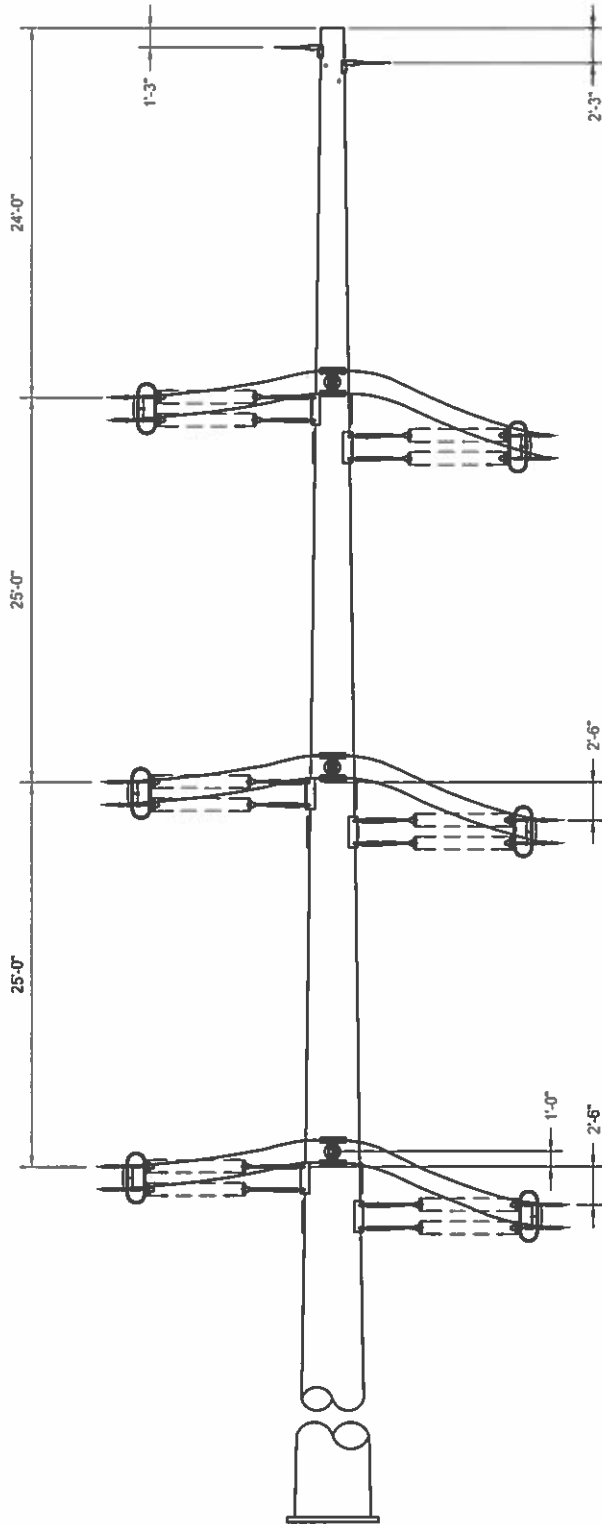
HIGH PRAIRIE WIND
345KV TRANSMISSION LINE
STRUCTURE ASSEMBLY TANGENT

JOB NUMBER	REV
149602	
DRAWING NUMBER	
500.001	

**SCHEDULE C-58**

THIS DRAWING WAS PREPARED BY POWER ENGINEERS INC FOR A SPECIFIC PROJECT TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD
A	HIGH PRAIRIE WIND, 30% DESIGN	1/11/18	DO	JT		



149602 500.dwg

DSGN	JT	1/11/18
DRN	DO	1/11/18
CKD	JT	1/11/18

SCALE: N.T.S.

FOR 8.5x11 DWG ONLY



HIGH PRAIRIE WIND

345kV TRANSMISSION LINE

STRUCTURE ASSEMBLY  
STRAIN/DEADEND

JOB NUMBER

149602

REV

A

DRAWING NUMBER

500.002

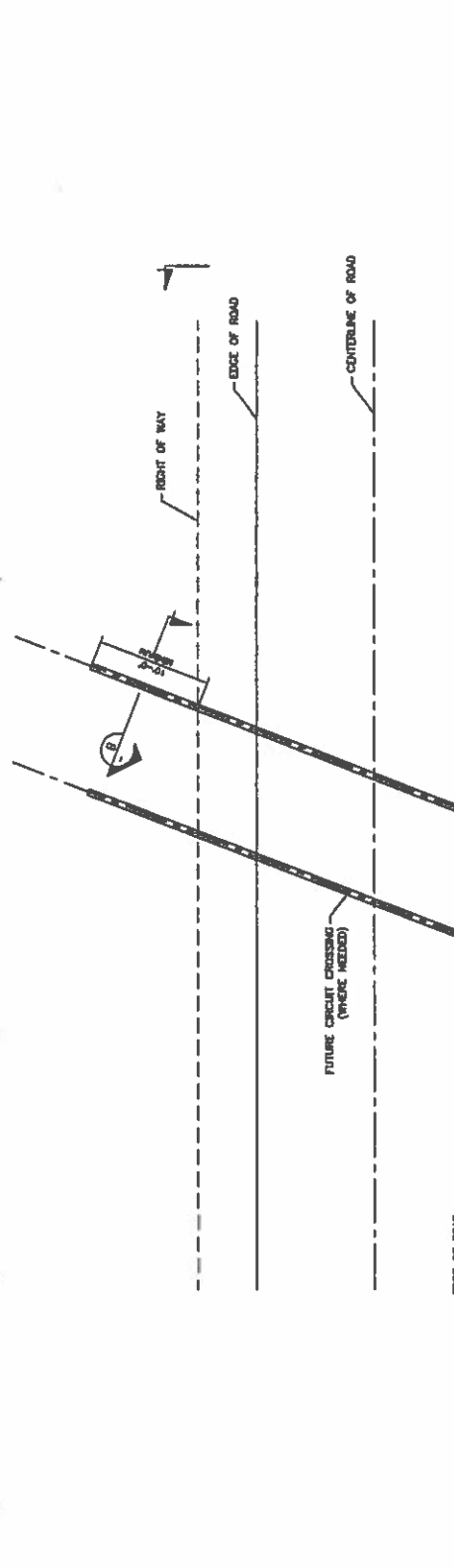
**SCHEDULE C-59**



## Appendix 3

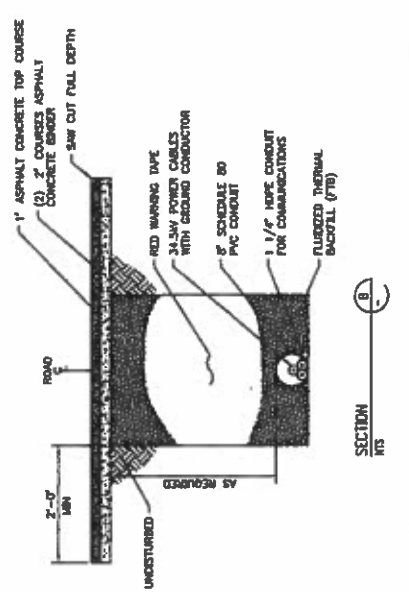
Representative illustration of trenched underground 34.5 kV cable collection system road crossing.

1 2 3 4 5 6 7 8



**PRELIMINARY**  
NOT FOR CONSTRUCTION

TYPICAL HDD ROAD CROSSING PLAN  
ITS



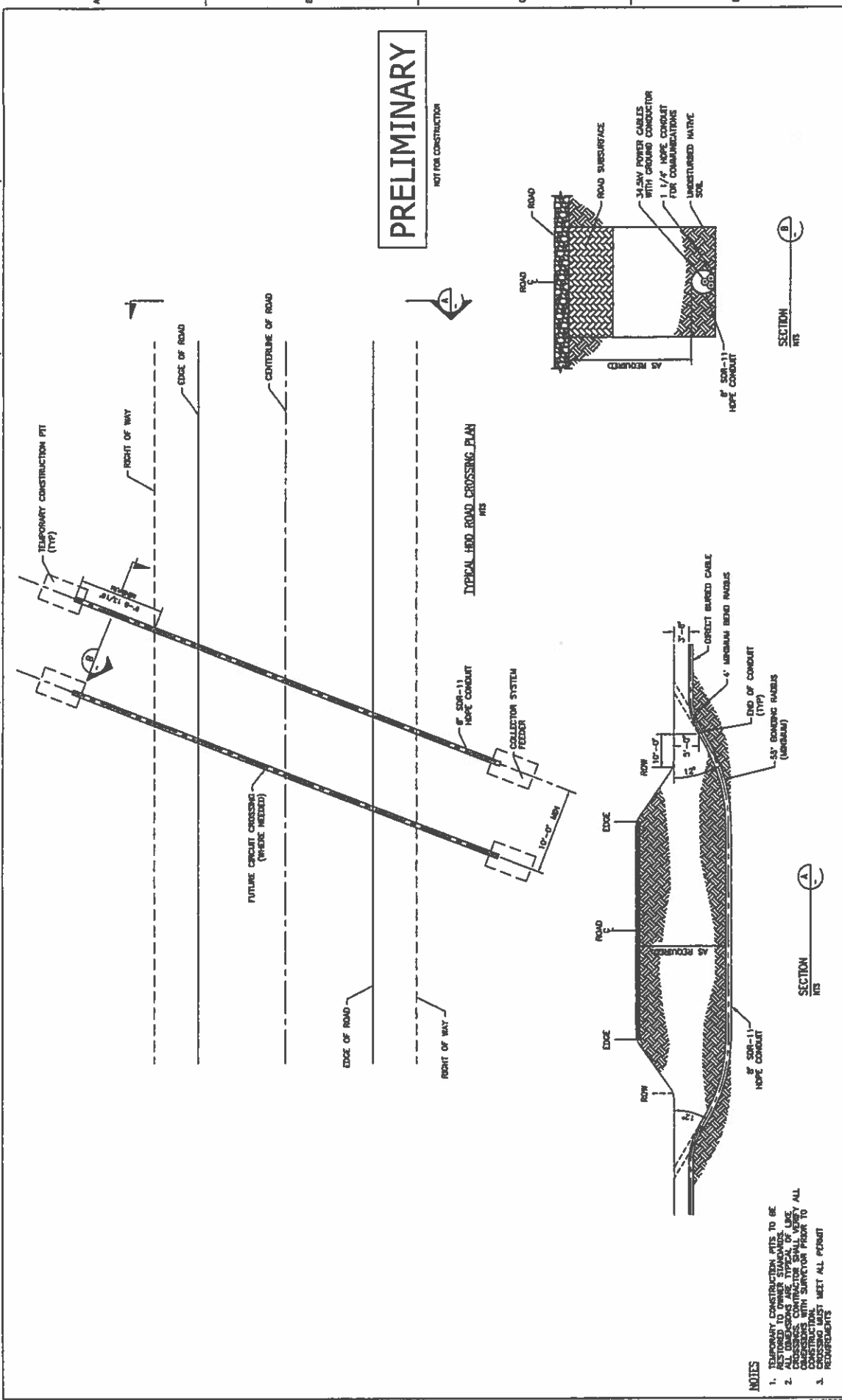
SECTION B-B  
ITS

- NOTES**
1. TEMPORARY CONSTRUCTION SITE TO BE RESTORED TO ORIGINAL STANDARDS.
  2. ALL DIMENSIONS ARE TYPICAL UNLESS SPECIFIED OTHERWISE. ALL DIMENSIONS WITH SURVEYOR PREFERRED TO CONSTRUCTION REQUIREMENTS.
  3. REQUIREMENTS MUST MEET ALL PERMIT REQUIREMENTS.

REVISIONS	DATE	BY	CHK	APPD	REFERENCE DRAWINGS
A	HIGH PRESSURE 2000 PSI DESIGN				REFERENCE DRAWINGS
DESIGN: BN 2/7/18 DRAWN: P 2/7/18 CHECKED: P SCALE: AS NOTED FOR: HIGH PRESSURE 2000 PSI					<b>623 POWER ENGINEERS</b> HIGH PRESSURE WIND SAND COLLECTION SYSTEM OPEN TRENCH ROAD CROSSING JOB NUMBER: 14982 DRAWING NUMBER: E4-4
REV					

## Appendix 4

Representative illustration of a bored underground 34.5 kV cable collection system road crossing.



**PRELIMINARY**  
NOT FOR CONSTRUCTION

TYPICAL HVD ROAD CROSSING PLAN  
ITS

SECTION  
ITS

SECTION  
ITS

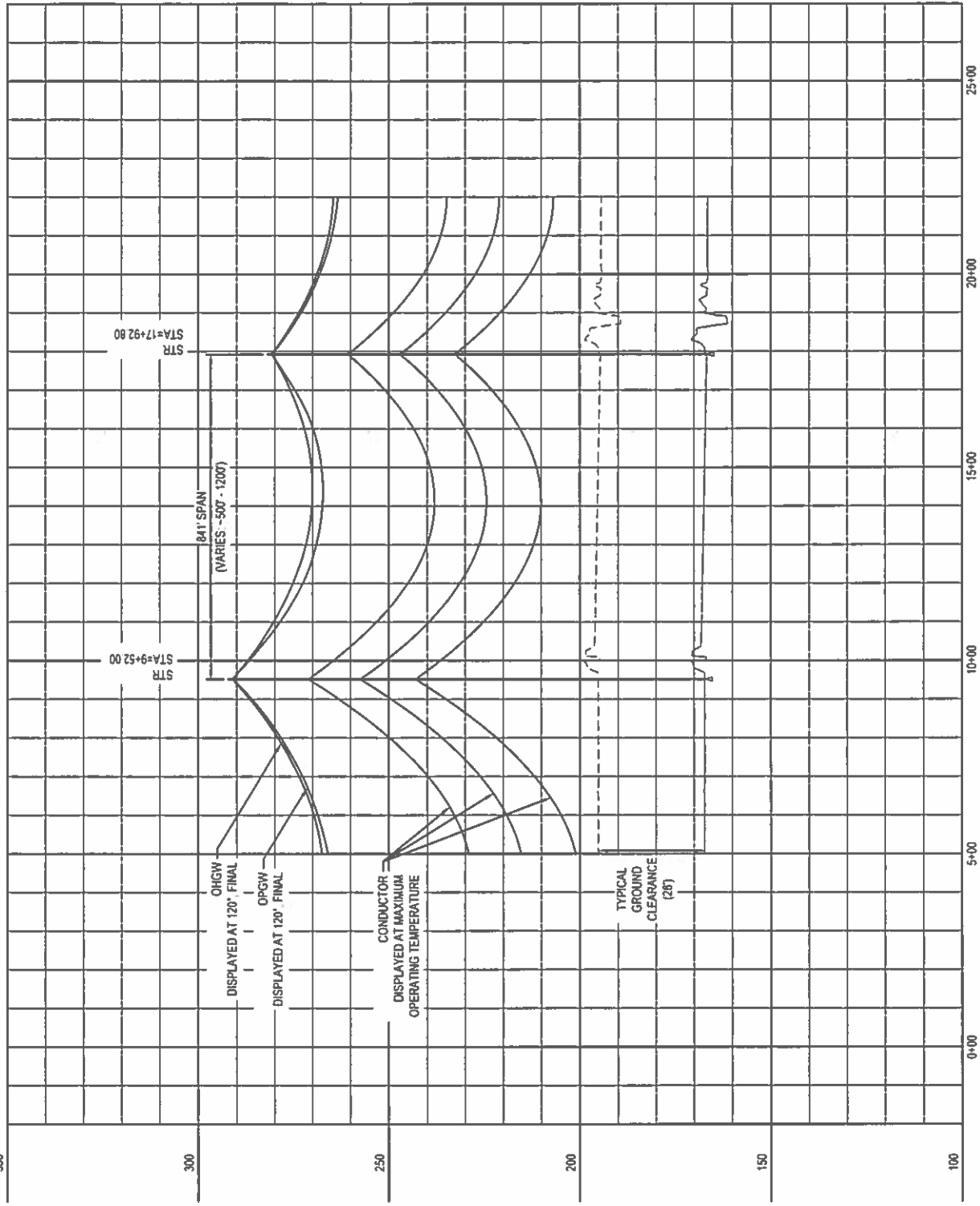
- NOTES**
1. TEMPORARY CONSTRUCTION PITS TO BE APPROVED BY THE LOCAL JURISDICTION.
  2. ALL DIMENSIONS ARE TYPICAL OF LIKE CROSSINGS. CONSULT THE LOCAL JURISDICTION WITH SURVEYOR PRIOR TO CONSTRUCTION.
  3. REQUIREMENTS

REV	DATE	BY	CHK	APPD	REFERENCE DRAWINGS
A	2/2/18	JSE	ESON	CHD	APPD
HIGH PROBE WIND 34KV COLLECTION SYSTEM COLLECTION SYSTEM ROAD CROSSING DETAIL					
<b>POWER ENGINEERS</b>					
JOB NUMBER	1-0002				
DRAWING NUMBER	E4-2				
DATE	2/2/18	BY	CHK	APPD	SCALE: AS NOTED
ESON	2/2/18	JSE	ESON	CHD	APPD
DRN					
CHD					
PER 22.1.1 AND 22.1.2					

## Appendix 5

Illustration demonstrating NESC minimum required ground clearance for the 345kV Gen Tie.

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT TAKING INTO CONSIDERATION THE SPECIFIC AND LIMITED INFORMATION PROVIDED TO THEM. THE INFORMATION CONTAINED IN THIS DRAWING OR ANY INFORMATION IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.



**PROFILE**

DSGN	ADC	02/07/18
DRN	DLO	02/07/18
CKD	ADC	02/07/18
SCALE: AS SHOWN		
FOR 3.5:11 DWG ONLY		

DATE	02/07/18	DRN	DLO	ADC
REVISIONS		DRN	DRN	ADC
APPD		CKD	CKD	APPD
REFERENCE DRAWINGS				

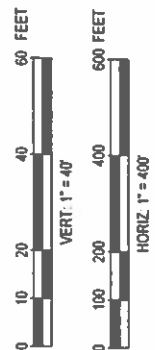
JOB NUMBER	149602
REV	A
DRAWING NUMBER	210.201

HIGH PRAIRIE WIND	
345 KV TRANSMISSION LINE	
TYPICAL SPAN	



**NOTES**

- 1 PRELIMINARY-SUBJECT TO FINAL SURVEY AND DESIGN



# **EXHIBIT B**



April 23, 2018

Stan Pickens, Presiding Commissioner  
Adair County Commission  
106 W. Washington St.  
Kirksville, MO 63501

RE: Letter of Assurance to Adair County Commission

Dear Mr. Pickens,

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.

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.

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.

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.

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.

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.

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.

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.

Sincerely,



Daniel M Thompson  
Vice President  
TG High Prairie, LLC

Attachment 1: Form of Road Maintenance and Use Agreement

Agreed to the terms above:

Adair County Commission





**ATTACHMENT 1  
FORM OF THE  
ROAD MAINTENANCE AND USE  
AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 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**".

**WITNESSED THAT:**

**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;

**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**");

**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;

**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;

**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.

**THEREFORE, BE IT RESOLVED THAT**, the Parties do hereby agree as follows:

**WIND COMPANY AGREES THAT:**

1. Baseline Reports.

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.

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 (each 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.

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.

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.

2. Identification of Haul Route. 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.

3. Improvements to County Roads.

- (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.
- (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.

(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.

(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.

(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.

4. Notice of Road Use Commencement. 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.

5. General Liability Insurance. 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.

6. Hold-Harmless. 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.

7. Public Safety Measures. Wind Company shall implement the following public safety measures at all times when using the Haul Routes for Road Use:

- a. install and maintain warning signs at the site and at the end of each Haul Route as may be reasonably necessary to promote traffic safety;
- b. ensure that any flaggers working in connection with the Project are trained in safe flagging operations;
- c. facilitate, to the extent reasonably practicable, local traffic use of Haul Routes;
- d. ensure that tools, equipment, materials, supplies, company vehicles, or worker vehicles are not parked or stored in the public right of way of the Haul Routes, other than for a short period of time to allow the loading or unloading of equipment or in connection with normal Road Use (so long as such actions do not materially and continually interfere with the use of such roads for local traffic); and
- e. undertake reasonable precautions to mitigate the dispersal of fugitive dust arising from Wind Company's use of the Haul Routes. Wind Company shall be responsible for implementing reasonable corrective actions to respond to complaints pertaining to such fugitive dust, or to mitigate such fugitive dust.

**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:

(A) the repair work that may be necessary to restore the same to the condition provided in the Applicable Baseline Report ("**Repair Work**");

(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

promptly issue to Wind Company a written acceptance of the full or partial Repair Work.

(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.

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 Wind Company, upon giving notice to the County, shall be excused from such performance to the extent of and for the duration 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 designee 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 such dispute is 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 where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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; provided, however, that in no event shall this Agreement be terminable 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 legal 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. Estoppel Certificates. Wind Company may request from time to time an estoppel 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 estoppel 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 Party executing the certificate, and specifying the nature thereof; (d) whether or not any particular provision of this Agreement has been complied with; and (e) 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.



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 as 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.]**

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 P. Lebons  
Title: President  
Date: 04-23-2018

Name: Del M. Thayer  
Title: Vice President  
Date: 4-23-18

ATTEST:

Sandy Collop  
County Clerk



# ADAIR COUNTY CLERK SANDRA COLLOP

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Phone: 660-665-3350  
Fax: 660-785-3233

Clerk of the County Commission  
106 W. Washington St.  
Kirksville, Mo 63501

This notice posted by 11:30 a.m. April 20, 2018

## **Notice of Public Meeting**

**When: Monday April 23, 2018**

Notice is hereby given that the Adair County Commission will be conducting their regular public meeting at 8:30 a.m. on April 23, 2018 at the Adair County Courthouse, second floor, 106 W. Washington, Kirksville, MO.

### **AMENDED AGENDA INCLUDES:**

9:00 am Sonja Harden, Adair County Collector's Annual Settlement  
2:00 pm Consideration and approval of the assent for Wind Tower Project

Representatives of the media may obtain copies of this notice by contacting Sandra Collop, Adair County Clerk of the County Commission, Adair County Courthouse.

<b>Federal</b>
U.S. Army Corps of Engineers
U.S. Department of Agriculture
Federal Aviation Administration
U.S. Department of Defense and U.S. Department of the Air Force
Federal Communications Commission
<b>State</b>
Missouri Department of Natural Resources (MDNR)
Missouri State Historic Preservation Office (SHPO) – Consultation
Missouri Department of Transportation