

**DRAFT**

AGREEMENT

It is hereby agreed and understood by and between \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
hereinafter referred to as "\_\_\_\_\_", and Interstate  
Telecommunications Cooperative, Inc., P.O. Box 920, Clear Lake, South Dakota 57226,  
hereinafter referred to as "ITC", as follows:

WHEREAS, \_\_\_\_\_ has submitted an  
Application to Grant County, South Dakota, for a franchise pursuant to SDCL Chapter 31-26 for  
the right to construct, maintain and operate a wind energy farm system for the purpose of  
distributing and/or transmitting electricity and electric energy over, upon, along and across  
certain public highways located within Grant County, South Dakota (the "Application"); and

WHEREAS, ITC has expressed concern in connection with such Application, because the  
construction of a wind energy farm and its transmission and distribution lines in certain areas  
may interfere with ITC's existing telephone and telecommunication lines and the signals carried  
by such lines; and

WHEREAS, \_\_\_\_\_ has agreed that all  
construction by \_\_\_\_\_ will be done in a manner so  
as to not interfere with the maintenance and operation of other utility and telecommunication  
lines existing in such public highway right-of-ways or elsewhere; now therefore,

IT IS HEREBY AGREED AND UNDERSTOOD by and between the respective parties that in  
the event the construction of the wind energy farm and its distribution and/or transmission lines  
of \_\_\_\_\_ should "unreasonably interfere" with the

operation of the ITC telephone and telecommunication lines upon the wind energy farm being energized or at any time thereafter which requires the need for repairs or replacement of lines, then \_\_\_\_\_ shall promptly cooperate in good faith to accomplish such repairs or replacement by turning off all of its wind towers/turbines or promptly take such steps as may be necessary to resolve or mitigate any such interference. "Unreasonable interference" is defined as ITC's existing telephone and telecommunication lines and the signals carried by such lines having degraded from "4.1.2 Acceptable" or better to "4.1.3 Conditionally Acceptable" or worse as such terms are defined and used in "IEEE Std 820™ - 2005" (which shall be the applicable standard for assessing any interference described herein). Finally, all costs and expenses resulting from the unreasonable interference shall be timely satisfied in full by \_\_\_\_\_.

Dated this \_\_\_\_\_ day of April, 2017.

\_\_\_\_\_

INTERSTATE TELECOMMUNICATIONS  
COOPERATIVE, INC.

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Bryan Roth  
General Manager