#### **ROAD USE AGREEMENT**

THIS AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date")

**BETWEEN:** 

## **THE CORPORATION OF THE COUNTY OF MIDDLESEX** (hereinafter referred to as the "**County**")

#### OF THE FIRST PART

- and -

#### **KERWOOD WIND, INC.**

a corporation established under the laws of the Province of New Brunswick (hereinafter referred to as "**Kerwood**")

OF THE SECOND PART

#### WHEREAS:

- A. the County is a municipal corporation with the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, is governed by Warden and Council and operated by Administration, which is hereby authorized to administer this Agreement in its entirety, including but not limited to decisions with respect to the operation and termination of this Agreement in accordance with its provisions;
- B. the County exercises jurisdiction with respect to approval of certain activities with respect public rights of way, highways, streets, sidewalks, walkways, driveways, ditches and boulevards within the County of Middlesex;
- C. the County owns the roads identified in the Approved Road Use Plans, which is attached hereto as **Schedule "B"** and forms a part of this Agreement;
- D. Kerwood is a Wind Farm owner/operator, has a current registered corporate identity in New Brunswick; has an office and mailing address at 390 Bay Street, Suite 1720, Toronto, ON M5H 2Y2; and is operational out of 700 Universe Blvd., Juno Beach, Florida 33408;
- E. Kerwood is the owner of the Wind Project, as defined herein;
- F. Kerwood is the owner of the FIT Contract for the Wind Project, all assets of the Wind Project, as provided in the Kerwood Asset Document, which is attached hereto as <u>Schedule "A"</u>, forms a part of this agreement but shall be treated as confidential between the parties to extent possible under Applicable Law;

- G. Kerwood wishes to make use of certain roads located in the County of Middlesex to allow for construction, operation and maintenance of the Wind Project and to deliver components and materials thereto;
- H. pursuant to section 50(3)(d.1) of the *Planning Act*, as amended, the Parties may enter into an agreement that has the effect of granting a use of or right in land directly or by entitlement to renewal for a period of more than twenty-one years;
- I. the County and Kerwood enter into this Agreement with respect of the use, installation, construction, maintenance and operation of certain Electrical Infrastructure on, over, under and within the Road Allowances, as defined herein;
- J. subject to Provincial legislation and Ontario Energy Board Approval, and the terms and conditions set forth below with respect to the use of County Road Allowances, the County acknowledges Kerwood's right to install, construct, maintain, operate and decommission such Electrical Infrastructure over, along, across or under Road Allowances;
- K. subject to obtaining an access/work permit from the County for non-electricity transmission related work, Kerwood shall have the right to temporarily reconstruct or realign certain portions of the Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles;
- L. subject to obtaining an access permit from the County, Kerwood shall have the right to connect access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the wind turbines during Wind Project operations; and
- M. Kerwood warrants that all times throughout the term of this agreement, including its option periods, it shall retain assets which have a minimum value of \$5 million dollars.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties covenant and agree as follows:

#### A. <u>INTERPRETATION</u>

- 1. The above recitals are true and the same are hereby incorporated into this Agreement by reference.
- 2. Each obligation of the Parties hereto contained in this Agreement, even if not specifically expressed as a covenant, shall be considered for all purposes to be a covenant. Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any Party will not relieve any other Party from its obligation to perform each of its covenants; except as otherwise provided herein.

#### Definitions

- 3. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
  - (a) **"Agreement"** means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
  - (b) "Anti-Bribery Laws" mean any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials.
  - (c) "Applicable Law" means all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators of like application to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement.
  - (d) "Appropriate Emergency Service Providers" means those emergency service providers set out in <u>Schedule "C"</u>, which is attached hereto and forms a part of this Agreement;
  - (e) **"Approved Road Use Plans"** means the diagrams attached as <u>Schedule "B"</u> hereto depicting the location of and other aspects in relation to Electrical Infrastructure in Road Allowances, as approved by the County Engineer prior to the execution of this Agreement.
  - (f) **"As-Built Plan"** means a Plan following the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure confirming the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances.
  - (g) "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the Municipality of Strathroy-Caradoc are not open for business during normal banking hours.
  - (h) **"Commercial Operation Date"** means the Commercial Operation Date as defined in the Power Purchase Agreement, as defined herein.
  - (i) **"County Engineer"** means the individual designated to serve in that position for the Corporation of the County of Middlesex duly passed via municipal by-law.

- (j) **"Deliveries"** means the transporting of materials, components and equipment including overweight or over-size cargoes across or along Road Allowances, to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines and other infrastructure for the Wind Project.
- (k) **"Distribution Infrastructure**" means infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, safety barriers, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.
- (1) **"Easement Rights"** means the right to place, install, construct, re-construct, inspect, maintain, operate, alter, enlarge, repair, replace, relocate and remove Electrical Infrastructure over, along, across, within or under the Road Allowances provided for this Agreement.
- (m) **"Electrical Infrastructure"** means, collectively, all Distribution Infrastructure and Transmission Infrastructure.
- (n) "Electrical Infrastructure Work" means the installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing of Electrical Infrastructure over, along, across, within or under the Road Allowances in connection with the Wind Project.
- (o) **"Entrance**(s)" means one or more points of access across and through the Road Allowances from the travelled portion of the Road Allowances connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, which has been approved by the County Engineer
- (p) "**Entrance Work**" means the constructing and maintaining of Entrances to private wind turbine access roads.
- (q) **"Municipal Infrastructure"** means structures, services or facilities of any kind owned or operated by or for the benefit of the County, including drains, water mains and culverts.
- (r) **"Parties"** means the County and Kerwood collectively, and **"Party"** means any one of them.

- (s) "**Permits**" means those permits required to be obtained by Kerwood from the County for the purposes of performing the Work and for the purposes of use of the Road Allowances, along with all requirements for the issuance of such Permits and all fees associated with such Permits, as set out in the Permits and Fees Document, which is attached hereto as <u>Schedule "D"</u> and forms a part of this Agreement.
- (t) **"Plan"** means a detailed plan drawn to scale, which:
  - (i) identifies the location, size and elevation of the Electrical Infrastructure;
  - (ii) demonstrate that the installation of the Electrical Infrastructure will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law;
  - (iii) show the Road Allowances where the installation of Electrical Infrastructure is proposed and the location of the proposed Electrical Infrastructure or part thereof together with specifications relating to the proposed Electrical Infrastructure or part thereof; and
  - (iv) shows the "no winter maintenance" road allowances within the County.
- (u) **"Plans"** means more than one Plan, as defined herein, referred to collectively.
- (v) **"Power Purchase Agreement**", (hereinafter **"PPA**") means the Feed-In Tariff Contract made between Kerwood and the Ontario Power Authority, including any amendments or renewals thereof.
- (w) **"Public Authority"** means any governmental, federal, provincial, regional, municipal or local body having authority over the County, Kerwood, the Wind Project, the Electrical Infrastructure or the Road Allowances.
- (x) "**Repair Work**" means work involving the maintenance, repair and replacement of the Wind Project, including the maintenance, repair and replacement of installed Electrical Infrastructure and Entrances that does not cause the location, elevation, position, layout or route of the Electrical Infrastructure or Entrance to materially change.
- (y) "Road Allowances" means public rights of way, road allowances, streets, sidewalks, highways, walkways, driveways, ditches and boulevards and the allowances therefor, and includes all existing infrastructure located on or within the Road Allowances, all owned, or managed under the legal jurisdiction of the County as shown in the Approved Road Use Plans (<u>Schedule "B"</u>).
- (z) "Secured Party" or "Secured Parties" means Kerwood's lenders, from time to time.

- (aa) "**Transmission**" means the conveyance of electricity at voltages in excess of 50 kilovolts.
- (bb) **"Transmission Infrastructure**" means infrastructure conveying electricity at voltages in excess of 50 kilovolts and includes all structures, equipment or other things used for that purpose including, but not limited to, a line or lines of towers and/or poles, with such wires and/or cables for the transmission of electricity at voltages in excess of 50 kilovolts, and all necessary and proper foundations, safety barriers, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, pads, vaults and junction boxes manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.
- (cc) "**Tree Work**" means the cutting, trimming, removing or replacing of trees or bushes growing in or extending into, over or under the Road Allowances.
- (dd) **"Wind Project(s)"** means the 59.9 megawatt renewable energy generating facility known as Adelaide Wind Energy Centre and its appurtenant wind turbines, equipment, buildings and Electrical Infrastructure, to be constructed in the County of Middlesex for the purpose of supplying electricity in accordance with the PPA.
- (ee) **"Work**" means all work required to be performed by Kerwood pursuant to the terms of this Agreement, including, but not limited to, all Deliveries, Electrical Infrastructure Work, Entrance Work, Tree Work, and Repair Work.

#### Schedules

4. The following schedules to this Agreement are an integral part of this Agreement:

Schedule "A"	Kerwood Asset Document					
	Shows type and value of all current assets owned by Kerwood					
Schedule "B"	Approved Road Use Plans					
	Geographically shows the location of the Wind Project; municipal description and location of County Road Allowances (including those Road Allowances which are not subject to winter maintenance); and particulars with respect of the route of Transmission and Distribution Infrastructure, including but not limited to location of poles, engineering details of poles					

	(type, material, size, foundation, construction methods, guying details.), electrical transmission line arrangement (height of cables, vertical clearances, expected cable sag/sway, etc.), and the location of any alteration of the County Road in relation to the installation of said transmission facilities (ditch grading and guardrails).					
Schedule "C"	List of Appropriate Emergency Service Providers Rights					
Schedule "D"	Permits and Fees Shows all Permits and fees required to be					
	applied for and obtained by Kerwood from the County, including but not limited to					
	Oversize/Overweight Permits, Entrance					
Λ	Permits, Drain Crossing Permits, Road					
ΔC	Occupation/Excavation Permits					
Schedule "E"	Rights and Remedies afforded to Secured					
	Parties					

#### **Statutory Rights**

5. The Parties agree that nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by any Party under any applicable statute, including but not limited to the *Municipal Act, 2001*, as amended, *the Ontario Energy Board Act, 1998*, as amended, the *Green Energy and Green Economy Act, 2009*, as amended and the *Electricity Act, 1998*, as amended.

#### B. <u>GRANT OF PERMISSION</u>

#### Term

6. The rights provided for in this Agreement shall be for a term which is the greater of: (i) thirty (30) years from the Effective Date plus an option in favour of Kerwood to extend the term of this Agreement for two (2) further ten (10) year periods, or (ii) from the Effective Date to the expiry of the term of the PPA and any extensions thereof, together

with such additional time (not to exceed nine (9) months) as may be reasonably required to complete the decommissioning of the Wind Project, (hereinafter, the "**Term**").

#### **Grant of Easement**

7. The County hereby grants and transfers to Kerwood for the duration of the Term, the non-exclusive right, privilege, interest, benefit and easement to enter upon and use the Road Allowances as identified in the Approved Road Use Plans (<u>Schedule "B"</u>) with such persons, vehicles, equipment and machinery as may be necessary for the purpose of placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure and the right to perform Work over, along, across, within or under the Road Allowances in connection with the Wind Project, subject to the following conditions:

#### Prior Approvals

(a) Kerwood, prior to the installation, placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances, shall obtain the approval of any Public Authority required by or have the authority pursuant to Applicable Law in connection with such activity.

#### Notice

(b) Kerwood shall make its best effort, prior to the installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances, to provide notice of all other existing Road Allowance users of the aforementioned installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances, within or under the Road Allowances.

#### Transmission Infrastructure Placement

(c) All Transmission Infrastructure shall be installed above-grade within the Road Allowance in the location specified in the Approved Road Use Plans (<u>Schedule</u> <u>"B"</u>) within a reasonable error range and supported by stand facilities (poles) at an appropriate elevation to avoid incompatibilities and/or conflicts with other existing infrastructure;

#### Distribution Line Placement

(d) All Distribution Infrastructure shall be installed below-grade and within but under the Road Allowances at an appropriate depth so as to avoid incompatibilities and/or conflicts with other existing and potential infrastructure, except where Kerwood in consultation with the County identifies environmental, topographical or other obstacles that require the installation of poles or other above-grade Distribution Infrastructure to permit the distribution of electricity over, around or across the obstacle;

#### Distance from Travelled Portion and Property Line

- (e) The Parties agree that Kerwood shall make commercially reasonable efforts to install Electrical Infrastructure in the following locations within the Road Allowances:
  - (i) in locations between the outer limit of the travelled portion of the relevant Road Allowance and the property line of the Road Allowance;
  - (ii) at depths and/or elevations within the relevant Road Allowance to avoid incompatibilities and/or conflicts with existing infrastructure and, using commercially reasonable efforts, to avoid incompatibilities and/or conflicts with currently planned infrastructure; and
  - (iii) in consistent locations within the Road Allowances such that the number of road crossings is minimized.

#### Permits/Fees

(f) Kerwood will obtain all Permits from the County and pay the appropriate fees associated with obtaining the same, which fees are shown in the Permits and Fees Document (Schedule "D"). The County shall issue all such Permits within the timelines set out in the County's by-laws or in the relevant statutes or regulations or thirty (30) days following receipt from Kerwood of its applications and fees, whichever is less, and, without limiting the generality of the foregoing, in respect of grading, guardrails and culverts related to the Electrical Infrastructure, shall issue the applicable work permit on the basis of standards typically applied in accordance with the Road Safety Manual;

#### Legal Compliance

(g) All actions of Kerwood and the County shall be in compliance with Applicable Law;

#### Insurance Coverage

(h) Kerwood agrees that prior to the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, Kerwood shall arrange for and maintain commercial general liability insurance (hereinafter, the "CGL"), insuring Kerwood and naming the County as an additional insured. The CGL shall provide, at a minimum limits of liability, not less than five million dollars (\$5,000,000.00) per

incident and in the aggregate. In addition, the CGL shall contain a cross liability and severability of interest clause and provide for a minimum of ten (10) days' notice of cancellation of the CGL. Kerwood shall upon written request thereof, deliver to the County, from time to time and in any event prior to commencement of the Work, a copy of a certificate of insurance evidencing that the CGL is in full force and effect.

#### Commencement of Work

- (i) Prior to the commencement of any Work, Kerwood shall document, by means of a video recording or other means satisfactory to the County, acting reasonably, the then-existing condition of all Road Allowances or structures that Kerwood expects will or may be used for or subject to Work, and both Parties shall receive a complete copy of such video recording or document;
- (j) Kerwood agrees to maintain the surface of the Road Allowances for a period of twelve (12) months following the Commercial Operations Date and restore the surface of the Road Allowance to at least the same condition as prior to the commencement of any Work, except in the cases where the alteration to the untraveled potion of the Road Allowance forms part of the Work;
- (k) Kerwood agrees the Easement Rights shall be exercised and carried out in a good, safe and workmanlike manner;
- (1) Kerwood shall be responsible for any damage caused to the Road Allowances at any time by itself, its agents, employees or contractors and for removing all debris from the work area following the undertaking of any of the Easement Rights contemplated herein;
- (m) Kerwood shall make commercially reasonable efforts to protect the integrity and security of all existing equipment, installations, utilities, and other facilities within the Road Allowance or which might otherwise be located in, on, or under the Road Allowances or any adjacent lands;
- (n) Kerwood shall make all payments and taking all such steps as may be reasonably necessary to ensure that no construction lien or other lien is registered against the Road Allowances as a result of the undertaking by Kerwood of any of the Easement Rights or any other work contemplated in this Agreement and taking such steps as may be required to cause any such registered lien or claim for lien to be discharged or vacated immediately after notice thereof from the County is provided to Kerwood.

#### **Non-Exclusive Permission**

8. The Easement Rights provided for in this Agreement shall constitute a non-exclusive easement. Without limiting the foregoing, the Easement Rights are subject to the rights of the owners of the property adjoining the Road Allowances who are entitled access to and from the Road Allowances from their properties, and subject to the rights and

privileges that the County may grant to other persons on the Road Allowances, all of which rights are expressly reserved, the rights shown on the Approved Road Use Plans and specifications only excepted. Kerwood hereby acknowledges and agrees that there are other utilities and third parties that do and/or may have similar rights over the Road Allowances and Kerwood hereby agree to make commercially reasonable efforts to accommodate the interests of other third parties when exercising the Easement Rights.

9. In respect of and without limiting the foregoing, Kerwood agrees that when engaging in any Work, it shall use commercially reasonable efforts to ensure there is minimal interference with the traveled portion of any Road Allowance or any pedestrian, vehicular, or other traffic thereon, or any use or operation of any ditch or drain adjacent to such public right-of-way, highway, street, or walkway. Unless otherwise agreed by the County, the Road Allowances shall always be open to pedestrian, vehicular or other traffic and shall be open to the public. Without limiting the generality of the foregoing, Kerwood shall be entitled to temporarily close any of the Road Allowances with the prior written consent of the County Engineer, which consent shall not be unreasonably withheld, delayed or conditioned. Kerwood agrees that it shall reimburse the County for all reasonable costs associated with services rendered for traffic control purposes, and/or the erection of road closures/barriers required during the period in which Work is being performed, including but not limited to during decommissioning periods. If Kerwood proposes the temporary closure of a Road Allowance, it shall also provide written notice to the Appropriate Emergency Service Providers.

#### **Right of Entry**

10. The County reserves its right to enter upon and use the Road Allowances without notice to Kerwood for its own purposes and to grant and transfer rights to third parties to enter upon and use the Road Allowances to construct, operate, maintain, alter, repair or relate infrastructure, and to modify the Road Allowances, provided such entry, use, grant or transfer by the County does not adversely affect the Electrical Infrastructure, the Work, the Wind Project or the exercise of Kerwood's rights under this Agreement.

#### Title

- 11. The County represents that:
  - (a) it has legal and beneficial title to the Road Allowances;
  - (b) it has obtained the full and unconditional due authorization for execution and delivery of this Agreement by all required resolutions and other required municipal approvals; and
  - (c) it shall defend its title to the Road Allowances against any person or entity claiming any interest adverse to the County in the Road Allowances during the term of this Agreement, save and except where such adverse interest arises as a result of the gross negligence or willful misconduct of Kerwood or any person for which they are responsible at law;

- (d) the Permits are the only permits, approvals, consents or authority within the jurisdiction of the County required in connection with the Work and the fees as set forth in attached hereto are the only fees payable by Kerwood in connection with the Permits; and
- (e) the execution and delivery of this Agreement by the County will not result in a breach of any other agreement to which the County is a party and no rights, interests or privileges have been granted in respect of the Road Allowances by the County which will or could adversely affect the rights, interests or privileges granted to Kerwood hereunder.

#### **Electrical Infrastructure at Expense of Kerwood**

12. Notwithstanding and without limiting any other term hereof, Kerwood agrees and undertakes that all Electrical Infrastructure over, along, across, within or under the Road Allowances will be placed, installed, constructed, re-constructed, inspected, maintained, operated, altered, enlarged, repaired, replaced, relocated and removed at its own expense and in accordance with good engineering practices, and in compliance with Approved Road Use Plans, this Agreement and Applicable Law.

#### C. <u>ADDITIONAL TERMS AND CONDITIONS RE EASEMENT RIGHTS</u>

#### Road Closure

13. The County agrees, in the event of closing of any Road Allowances, to give Kerwood reasonable notice of such closing and to provide Kerwood with a further easement over that part of the closed Road Allowances sufficient to allow Kerwood to preserve any part of the Electrical Infrastructure in its then existing location, and to enter upon the closed Road Allowances to maintain and repair such part of the Electrical Infrastructure.

#### **Traffic Effects**

- 14. Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require the temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances ("**Traffic Effects**"). In the event that Kerwood determine that Traffic Effects are required, Kerwood agrees to:
  - (a) give five (5) days' notice of anticipated Traffic Effects to the County Engineer and affected residents and to coordinate with the County Engineer and the Appropriate Emergency Service Providers to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety; and
  - (b) use reasonable efforts to maintain adequate public access to and use of the Road Allowances while Traffic Effects are in progress and to remove the Traffic Effects as soon as reasonably possible when the Traffic Effects are no longer necessary.

#### Restoration

15. Kerwood further agrees that in the event that it becomes necessary to break, remove, or otherwise pierce the existing surface of any of the Road Allowances or any other municipal lands to undertake any placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure or to undertake any Work over, along, across, within or under the Road Allowances, Kerwood in all cases will repair, reinstate and restore such surface at its own expense to the same or better condition which existed prior to the performing of the Work. Kerwood also agrees that, except in those cases where breaking, removing or otherwise piercing the untraveled portion of the Road Allowance forms part of the Work, it shall thereafter, for a period of twelve (12) months following the Commercial Operation Date (the "Interim Period"), monitor that portion of such restored Road Allowances, at the sole expense of Kerwood, and repair any settling thereof directly caused by the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure or any of the Work performed over, along, across, within or under the Road Allowances to the satisfaction of the County Engineer, acting reasonably.

#### Repairs

- 16. Kerwood shall be liable for any and all Repairs required to be performed on the Electrical Infrastructure or on the Road Allowances due to the existence of the Electrical Infrastructure. Any Repair Work undertaken shall restore the road surface to at least the same condition it was in immediately prior to the use of the Road Allowances by Kerwood. In the event that Repair Work is required, Kerwood agrees to provide the County with at least five (5) days' notice that the Repair Work will occur if such Repair Work:
  - (a) will have or is likely to have Traffic Effects;
  - (b) will involve or is likely to involve Tree Work;
  - (c) could present a danger to public health and safety; or
  - (d) is located in Entrances.
- 17. Subject to the provisions of this Agreement and provided that Repair Work on Electrical Infrastructure complies with this Agreement, Kerwood shall be entitled to conduct Repair Work on Electrical Infrastructure without prior approval of the County Engineer.

#### Emergency

18. Notwithstanding any other provision of this Agreement, in the event of any emergency involving the Electrical Infrastructure, Kerwood shall notify the Appropriate Emergency Service Providers immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the emergency, including such work in and to the

Electrical Infrastructure or the Road Allowances as may be required for the purpose. If after reasonable and unsuccessful efforts to communicate with the County and in the event the emergency, at Kerwood's sole determination, Kerwood requires immediate access to Electrical Infrastructure, Kerwood may enter upon the subject Road Allowances and/or municipal lands without prior notice to the County in order to gain access to such Electrical Infrastructure in order to address such emergency and, in so doing, shall undertake to rectify the Electrical Infrastructure to the standards and as are otherwise required by the terms of this Agreement and to thereafter provide written notification and details and specification of such Repair Work to the County on the next municipal business day and to thereafter file amended Plans and drawings detailing such repairs as is otherwise required by this Agreement. Without limiting the foregoing, subject to resolving to the emergency, Kerwood agrees that all work completed under this subsection shall maintain the same location of the Electrical Infrastructure as previously approved by the County.

19. Kerwood shall be responsible for all costs associated with such emergencies. The Parties hereby agree to cooperate with each other and with the Appropriate Emergency Service Providers and Hydro One Networks Inc. to develop and adopt protocols applicable in the event of an emergency involving the Electrical Infrastructure.

#### **Upgrades Required**

20. In the event that the standard, condition or maintenance of any of the Road Allowances is not sufficient to permit Kerwood to carry out its desired operations, Kerwood shall be solely responsible for carrying out any work or maintenance required to upgrade the Road Allowances, at its own expense.

#### **Locating Infrastructure:**

- 21. Kerwood agrees at its sole expense to:
  - (a) mark the location of Electrical Infrastructure installed by Kerwood within the Road Allowances with appropriate markings;
  - (b) participate in the "Ontario One Call" system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and
  - (c) upon written request of the County, Kerwood shall properly and accurately identify the location of any Electrical Infrastructure within the County, and provide such reports to identify the depth of the relevant portion of the Distribution Infrastructure, such request to be made in writing to Kerwood with advance notice of twenty (20) days prior to the County or a third party commencing work that may conflict with the Electrical Infrastructure.

#### **Relocation of Installed Infrastructure**

#### Upon Election of Kerwood

22. In the event that Kerwood wishes to relocate Electrical Infrastructure which has been previously installed in accordance with this Agreement at 100% its own expense, Kerwood shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by Kerwood on the Road Allowances, provided that, in considering and administering such request the County shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located within the Road Allowances. Notwithstanding the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

#### *Required by the County*

- 23. In the event that the County, in conjunction with an approved municipal plan, and acting reasonably, deems it necessary for the location of the Electrical Infrastructure or Entrances (hereafter, "a **General Relocation**") to be taken up, removed, or modified within the Road Allowance, the General Relocation and any related installation work shall be conducted at the 100% of the expense of Kerwood within a reasonable period of time and subject to Force Majeure.
- 24. Without limiting and in addition to Section 23, in the event that Kerwood determines that leave to construct or amendment thereto or any other approval is required from a Public Authority, or any successor thereof, with respect to the proposed General Relocation or related installation work, then the County shall provide such reasonable period of time as is necessary for Kerwood to obtain such leave to construct, amendment or other approval before closing or disposing of the Road Allowance, if applicable; provided, however, in the event that any Public Authority's approval is not provided to Kerwood, both Kerwood and the County shall be bound to comply with the determination of the Public Authority and shall modify or discontinue the relocation of the Electrical Infrastructure or Entrances as necessary.

Required by Legislation or Lawful Order

25. In the event that a General Relocation is required as a result of the County's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act then the costs of the Relocation and/or related installation work associated with the installed Electrical Infrastructure shall be performed by Kerwood at 100% its cost.

#### By Third Party

26. Where the Relocation under Section 24 is required due to the County accommodating a third party (hereinafter "**Third Party Work**"), the required Relocation or related installation work shall be conducted by Kerwood in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide Kerwood with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify Kerwood against all claims and liabilities arising from the amendment or Relocation.

#### Temporary Reconstruction or Realignment of Road Allowances

- 27. Kerwood shall, upon reasonable prior notice to the County, have the right to:
  - (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles; and
  - (b) connect access roads located on private land and running from the Wind Project turbines to the Road Allowances to permit ongoing access to such wind turbines during the period of commercial operation of the Wind Project.

#### D. <u>MAINTENANCE, SNOW CLEARANCE AND TREE WORK/REPLACEMENT</u>

#### No County Winter Maintenance

28. Kerwood acknowledges that certain of the Road Allowances, which are clearly identified in the Road-Use Diagram (Schedule "B") are not maintained by the County for winter use due to soft surfaces and otherwise. In the event that Kerwood requires the Road Allowances to be maintained for winter access, they shall undertake the necessary snow plowing on its own accord and at its expense and shall be responsible for all costs associated with the repair of any Road Allowance damaged as a result of such use by Kerwood.

#### **Tree Work**

29. Notwithstanding applicable statutory rights, in the event that Kerwood deems it necessary to perform any Tree Work, Kerwood shall be entitled to conduct the Tree Work. In the event that trees are removed from within the Road Allowances, Kerwood agrees at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the Road Allowance.

#### E. <u>IMPLEMENTATION OF PLANS</u>

30. Intentionally Deleted

#### **Revisions Required**

31. In the event that physical features of the Road Allowances or other obstacles or circumstances frustrate the ability of Kerwood to complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure in compliance in all material respects with the Approved Road Use Plans , Kerwood agrees to revise the relevant Plans and submit such revised Plans for review by the County Engineer. If a material revision is required, subject to Section 64 of this Agreement, the County agrees to expedite in the instance of a revision of Plans submitted and agrees not to unreasonably condition, delay or withhold approval of revised Plans.

#### Adherence to Approved Road Use Plans

32. Kerwood further agrees to commence, perform and complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure in compliance with the Approved Road Use Plans and Road-Use Diagram within a reasonable margin of error.

#### Filing of As-Built Plan Following Installation etc.

33. Following the completed placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure and within one hundred eight (180) days after the Commercial Operation Date, Kerwood agree to conduct the necessary investigation necessary to produce and file with the County Engineer an As-Built Plan together with a final electronic copy (CD ROM or DVD) prepared in an AUTOCAD, CAD or GIS environment of the As-Built Plan, showing the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and any Entrances. The Parties agree that the County shall not release of any deposits or securities held until the As-Built Plan is filed.

#### **Post-Installation Report and Required Repairs**

- 34. Following the County Engineer's receipt of notice from Kerwood confirming that installation of the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances is complete (the "**Completion Notice**"), the Consulting Engineer shall conduct a further inspection and provide a post-installation report (the "**Post-Installation Report**"), which includes the following:
  - (a) identification of the Road Allowances which in the opinion of the Consulting Engineer, have been damaged or destroyed by Kerwood and its employees, agents or contractors during the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing,

relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, hauling, or establishing of Entrances; and

(b) identification of the repairs, replacements or remedial work necessary to repair the damaged Road Allowances.

The Consulting Engineer's inspection, for the purposes of producing the Post-Installation Report shall be completed no later than ten (10) business days following receipt by the County of the Completion Notice. The Consulting Engineer shall prepare a draft Post-Installation Report for review and approval by the County Engineer, acting reasonably. Kerwood agree to repair any and all damage to the Road Allowances directly caused by the Work in accordance with the Post-Installation Report (hereinafter referred to as the "**Required Repairs**"). In the event Kerwood fails to complete the Required Repairs in a manner and within a timeframe acceptable to the County Engineer acting reasonably, the County may do so at the sole expense of Kerwood.

#### **Final Condition Report and Final Repairs**

35. Following the expiry of the Interim Period, the County's Engineer shall forthwith conduct an inspection of the Road Allowances to either (i) confirm its satisfaction that all restoration work has been completed and that the Road Allowances are in the same or better condition which existed prior to the performing of the Work; or (ii) identify those Road Allowances which are not in the same or better condition which existed prior to the performing of the Work and identify the repair, replacement or remedial work required to repair the Road Allowance to the same condition which existed prior to the performing of the Work (the "Final Condition Report"). The County Engineer's inspection, for the purposes of producing the Final Condition Report shall be completed no later than ten (10) business days following the expiry of the Interim Period and the Final Condition Report shall be delivered to Kerwood not later than ten (10) business days following the date of inspection aforesaid. Kerwood agrees to repair any damage to the Road Allowances identified in the Final Condition Report (the "Final Repairs") within a reasonable period of time. In the event Kerwood fails to complete the Final Repairs in a manner and within a timeframe acceptable to the County Engineer acting reasonably, the County may do so at the sole expense of Kerwood.

#### F. <u>COMPENSATION</u>

#### For Use of Road Allowance

- 36. To offset the administrative expenses incurred by the County as a result of the use of its road allowances and to further secure covenants of Kerwood as set out in this Agreement, Kerwood agrees to pay to the County,
  - (a) An initial payment of ten thousand dollars (\$10,000.00) within 30 days of the effective date of this Agreement, which shall *inter alia*, fully compensate the County for all reasonable out of pocket costs incurred in connection with the preparation and implementation of this Agreement including reasonable legal, engineering and inspection costs; and

An annual fee in the amount of four thousand dollars (\$4000.00) per kilometer of transmission lines located on County Road Allowances per year, payable by March 31 of every year during the term of this Agreement.

- (b) The appropriate permit fees, which fees are shown in the Permits and Fees Document (<u>Schedule "C"</u>) with respect to those permits Kerwood requires in order to engage in desired actions while using the rights identified in this Agreement.
- 37. All overdue payments payable by Kerwood to the County under the terms of this Agreement shall bear interest at the rate of ten (10%) per cent per annum.

#### **First Security Deposit**

38. Prior to the commencement of the Work, Kerwood shall deposit with the County an irrevocable letter of credit in a form satisfactory to the County and from a financial institution satisfactory to the County, acting reasonably (the "**First LC**") in the amount of \$250,000, which shall secure the obligations of Kerwood pursuant to this Agreement during the initial placement, installation and construction of the Electrical Infrastructure over, along, across, within or under the Road Allowances. Kerwood acknowledges and agrees that the County shall be entitled to draw on and use the proceeds from the First LC to complete the Required Repairs if Kerwood fails to do so in accordance with Section 34 of this Agreement.

#### Second Security Deposit

39. Following the completion of any Required Repairs to the satisfaction of the County acting reasonably, the County shall forthwith return the First LC to Kerwood and Kerwood shall, within five (5) business days of the receipt of the First LC, provide a second irrevocable letter of credit in a form satisfactory to the County and from a financial institution satisfactory to the County, acting reasonably (the "Second LC") in the amount of \$125,000, which shall secure the obligations of Kerwood with respect to Section 35. Kerwood acknowledges and agrees that the County shall be entitled to draw on and use the proceeds of the Second LC to complete the Final Repairs in the event Kerwood fails to do so within a reasonable period of time, in accordance with Section 35 of this Agreement. The County shall return the Second LC to Kerwood notifies the County that the Final Repairs required to be performed by Kerwood pursuant to Section 35 have been satisfactorily completed in the opinion of the County, acting reasonably; and (ii) the date which is ninety (90) days following the date of the Final Condition Report.

#### **<u>G: LIABILITY</u>**

#### **Risk with Kerwood**

40. Kerwood hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure by Kerwood in accordance with the Easement Rights granted hereunder is performed entirely at the risk of Kerwood and that the County shall in no way or under any circumstances will be responsible or liable to Kerwood or its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligent or intentional acts of the County or those for whom it is at law responsible.

#### Indemnification

41. Kerwood will indemnify and hold harmless the County, its Warden, Councilors, officers, employees, legal counsel, agents and contractors from and against any and all claims, suits, demands, liabilities, losses, costs, damages, and other expenses of every kind that the County may incur or suffer as a direct consequence of the Easement Rights granted hereunder, except where such claims, suits, demands, liabilities, losses, costs, damages, and other expenses result from the negligence or intentional acts of the County, its Warden, Councilors, officers, employees, legal counsel, agents or contractors.

#### No Joint Venture, Partnership or Co-ownership

42. The Parties hereby acknowledge and agree that this Agreement is solely a road use agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

#### G. <u>ABANDONMENT AND DECOMMISSIONING OF ELECTRICAL</u> <u>INFRASTRUCTURE</u>

#### Notice of Abandonment

43. During the term of this Agreement, Kerwood may elect to permanently discontinue the use of (hereinafter, "**Abandon**") any part of the Electrical Infrastructure in which event Kerwood shall provide written notice specifying the part of the Electrical Infrastructure to be abandoned and the date when the abandonment will occur.

#### Removal

44. If Kerwood Abandons any part or all of the Electrical Infrastructure, it shall decommission and remove in accordance with the Project's decommissioning plan and the Ministry of Environment ("MOE") requirements in Kerwood's Renewable Energy Approval ("REA"). Should Kerwood fail to decommission and remove the infrastructure as set out above, the County may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and Kerwood shall compensate the County for 100% of its cost to decommission and remove the infrastructure. This provision shall survive the termination of this Agreement.

#### H. <u>DEFAULT</u>

#### Breach

45. Subject to the rights granted to any Secured Parties hereunder or by the County, in the event that a Party commits a material breach of or omits to comply with any of the provisions of this Agreement (the "**Defaulting Party**") which continues for at least sixty (60) days after written notification of such default is provided to the Defaulting Party, the other Party (the "**Complainant**") shall have the right to terminate this Agreement. However, if the Defaulting Party shall have remedied the breach or shall have commenced to remedy the breach and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the Defaulting Party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach, or such longer period of time as is reasonable in the circumstances. In the event of default by Kerwood and without such default being rectified within the time period referred to in this section, the County shall have the right to terminate this Agreement

#### **Expiration of PPA**

46. Notwithstanding any other term or provision of this Agreement, if the PPA expires or is terminated and not otherwise extended or renewed during the Term of this Agreement, and Kerwood do not secure an adequate replacement market for the electricity generated by the Wind Project within ninety (90) days of the expiry or termination of the PPA, this Agreement shall, at the option of Kerwood be terminated.

#### **Force Majeure**

- 47. Whenever, and to the extent that a Party will be unable to fulfill or will be delayed or restricted in the fulfillment of any obligations under any provision of this Agreement by reason of:
  - (a) strikes;
  - (b) lock-outs;
  - (c) war acts of military authority;
  - (d) rebellion or civil unrest;
  - (e) material or labour shortage not within the control of the affected Party;
  - (f) fire or explosion;
  - (g) inclement weather, flood, wind, water, earthquake, or other casualty;

- (h) changes in Applicable Law not wholly or mainly within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, license or similar permission granted to Kerwood or the Wind Project;
- (i) any event or matter not wholly or mainly within the control of the affected Party (other than lack of funds or any financial condition of the parties hereto); or,
- (j) acts of God,

(in each case a "**Force Majeure**") not caused by the default or act of or omission by that Party and not avoidable by the exercise or reasonable effort or foresight by it, then, so long as any such impediment exists, that Party will be relieved from the fulfillment of such obligation and the other Party will not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned. The Party relying on Force Majeure will be required and is entitled to perform such obligation within a period of title immediately following the discontinuance of such impediment that is equal to the period of time that such impediment existed. A Party shall promptly notify the other Party of the occurrence of any Force Majeure, which might prevent or delay, that doing or performance of acts or things required to be done or performed.

#### I. <u>MISCELLANEOUS</u>

#### Assignment

- 48. Subject to the provisions in other paragraphs of this Agreement, Kerwood shall not assign this Agreement without the written consent of the County, which shall not be unreasonably withheld, delayed or conditioned, except that no consent shall be required for Kerwood to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the Electrical Infrastructure or the Wind Project. The County acknowledges that a change in control of Kerwood shall not be considered an assignment by Kerwood of this Agreement or of any of Kerwood's rights and obligations under this Agreement.
- 49. Kerwood shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the County to the Secured Parties as security for Kerwood's obligations to such Secured Parties which shall be further entitled to assign this Agreement and Kerwood's rights thereunder in connection with an enforcement of their security. The County hereby grants to any Secured Party the rights and remedies set forth in this Agreement, including those rights and remedies set forth in Schedule "E". In addition, the County will, from time to time, at the request of the Secured Party, promptly execute and deliver in favour of any Secured Party such consents and acknowledgements granting and confirming the rights and remedies in this Agreement, including those rights and remedies in this Agreement, including those rights with the Secured Party, as may reasonable be required by Kerwood in order to obtain financing from the Secured Party.

- 50. Kerwood shall be entitled, with the written consent of the County, which may not be unreasonably conditioned, delayed, or withheld, to assign this Agreement to a transferee of the Wind Project other than an affiliated or successor company, and Kerwood shall thereupon be released from any and all obligations under this Agreement from and after the date of such assignment, provided that such assignee has agreed in writing with the County, in a form acceptable to the assignee and the County, both acting reasonably, to be bound by the provisions of this Agreement from and after the date of the assignment.
- 51. In the event Kerwood applies to the County for consent to a transfer, the County shall have a period of thirty (30) days following receipt of sufficient information to make a determination as to whether the County shall provide or refuse to provide its consent to the proposed Transfer. The County's failure to respond within that thirty (30) day period shall be construed as consent by the County.
- 52. Any documents relating to a transfer or the County's consent will be prepared by the County or its solicitors or their retained agents and all of the legal costs borne as a result by the County together with a reasonable administrative charge of One Thousand Dollars (\$1,000) shall be reimbursed to the County by Kerwood on demand.

#### **Dispute Resolution**

- 53. In the event that either Party provides the other Party with written notice of dispute regarding the interpretation or implementation of this Agreement (a "**Dispute**") then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring resolution by arbitration or thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act*, 1991.
- 54. The Parties agree to the following with respect to any arbitration between the Parties:
  - (a) the arbitration tribunal shall consist of on arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice then either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator;
  - (b) The arbitrator shall be qualified by education and training to be able to decide upon the matter to be decided;
  - (c) The arbitration shall be conducted in English;
  - (d) The arbitration shall take place in the geographic boundary of the County of Middlesex or another place mutually agreed upon by the Parties;
  - (e) The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters;

- (f) The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- 55. The Parties agree that except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

#### **Termination by Kerwood**

56. Kerwood may upon six (6) months' notice in writing, terminate this Agreement. Once the notice has been provided, Kerwood shall be liable to the County for the provisions of this Agreement to the date of termination. Following the termination date, Kerwood will only be liable for the provisions which survive this Agreement.

#### **Further Assurances**

57. Each of the Parties covenant and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

#### Notices

58. The parties hereto agree as follows:

Any written notice provided for and contemplated by this Agreement will be delivered to the parties by hand or registered mail at the following addresses:

To the County:	The Corporation of the County of Middlesex Attention: County Clerk 399 Ridout Street North London, ON N6A 2G7
To Kerwood:	Kerwood Wind, Inc. Attention: Business Management 390 Bay Street, Suite 1720 Toronto, ON, M5H 2Y2, Canada
	Phone: (416) 364-9714
With a copy to:	Kerwood Wind, Inc. Attention: General Counsel 700 Universe Blvd. LAW/JB Juno Beach, Florida 33408 Phone: (561) 691-2359

Every such notice shall be deemed to have been received if personally delivered at the time of such delivery and if sent by prepaid registered mail, at the end of five (5) business days after the mailing thereof.

#### **Governing Law**

59. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

#### **Counterparts**

60. This Agreement may be executed by facsimile or PDF transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.

#### **Binding Covenant**

61. This Agreement and the rights granted hereunder are and shall be of the same force and effect, to all intents and purposes, as a covenant running with the Road Allowances. The provisions of this Agreement, including all of the covenants and conditions herein shall extend, be binding upon and enure to the benefit of the County, Kerwood and their respective successors and permitted assigns as the case may be.

#### Severability

62. The invalidity or unenforceability of any provision of covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

#### Amendments to the Agreement

63. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

#### Amendments to the Approved Road Use Plan

64. Any material amendment to the Approved Road Use Plan will be submitted to the County Engineer for his approval, who will not unreasonably withhold such approval. The parties agree that once approved, the amended Approved Road Use Plan shall substitute for, and replace the attached <u>Schedule "B"</u> as part of this Agreement.

#### Waiver

65. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

#### **Foreign Corrupt Practices Act and Anti-Bribery Indemnity**

Notwithstanding anything to the contrary herein, the County, in its administration of this 66. Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The County shall indemnify and hold harmless Kerwood from all claims brought against Kerwood as a result of the County or its representatives' failure to comply with Anti-Bribery Law. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives. The County shall indemnify and hold harmless Kerwood from all claims brought against Kerwood as a result of the County or its representatives' failure to comply with Anti-Bribery Law. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives. Kerwood shall have the right to audit the County's books and records with respect to payments made on behalf of Kerwood in the event that Kerwood believes that the County has violated this Section 66. Kerwood shall have the right to immediately terminate all payments to the County under this Agreement if the County fails to comply with this Section 66.

IN WITNESS WHEREOF the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, at <u>London</u>, Ontario, this <u>10th</u> day of <u>September</u>, 2013 to be effective as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of

## THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden Clerk

We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED KERWOOD WIND INC. AS to Form Per: Title:

I have the authority to bind the Corporation

IN WITNESS WHEREOF the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, at  $\pi_{uno}$  Beach, Ontario, this <u>12th</u> day of <u>September</u>, 2013 to be effective as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of

### THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden

Clerk We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED in the presence of KERWOOD WIND INC.



I have the authority to bind the Corporation

#### SCHEDULE "A"

#### Kerwood Asset Document

Kerwood Wind, Inc. ("Kerwood") is the project entity for the Adelaide Wind Energy Centre ("Adelaide Project") located in Middlesex County, Ontario. Kerwood is the owner of a Feed In Tariff Contract with reference number FIT-FZEYQNB (FIT Contract).

The Adelaide Project will generate 60 megawatts, and Kerwood is the owner of approximately 45-50 Wind Farm Leases and approximately 15 Easement Agreements to support the infrastructure and facilities for the Adelaide Project.

Kerwood will own all the turbines and infrastructure for the Adelaide Project. Kerwood will also have an interest in portions of the transmission lines and facilities supporting the Adelaide Project. The estimated value of the assets of the Adelaide Project, as of the commercial operation date, will be **\$** 

CONFIDENTIAL

## As to Form

#### **SCHEDULE "B"**

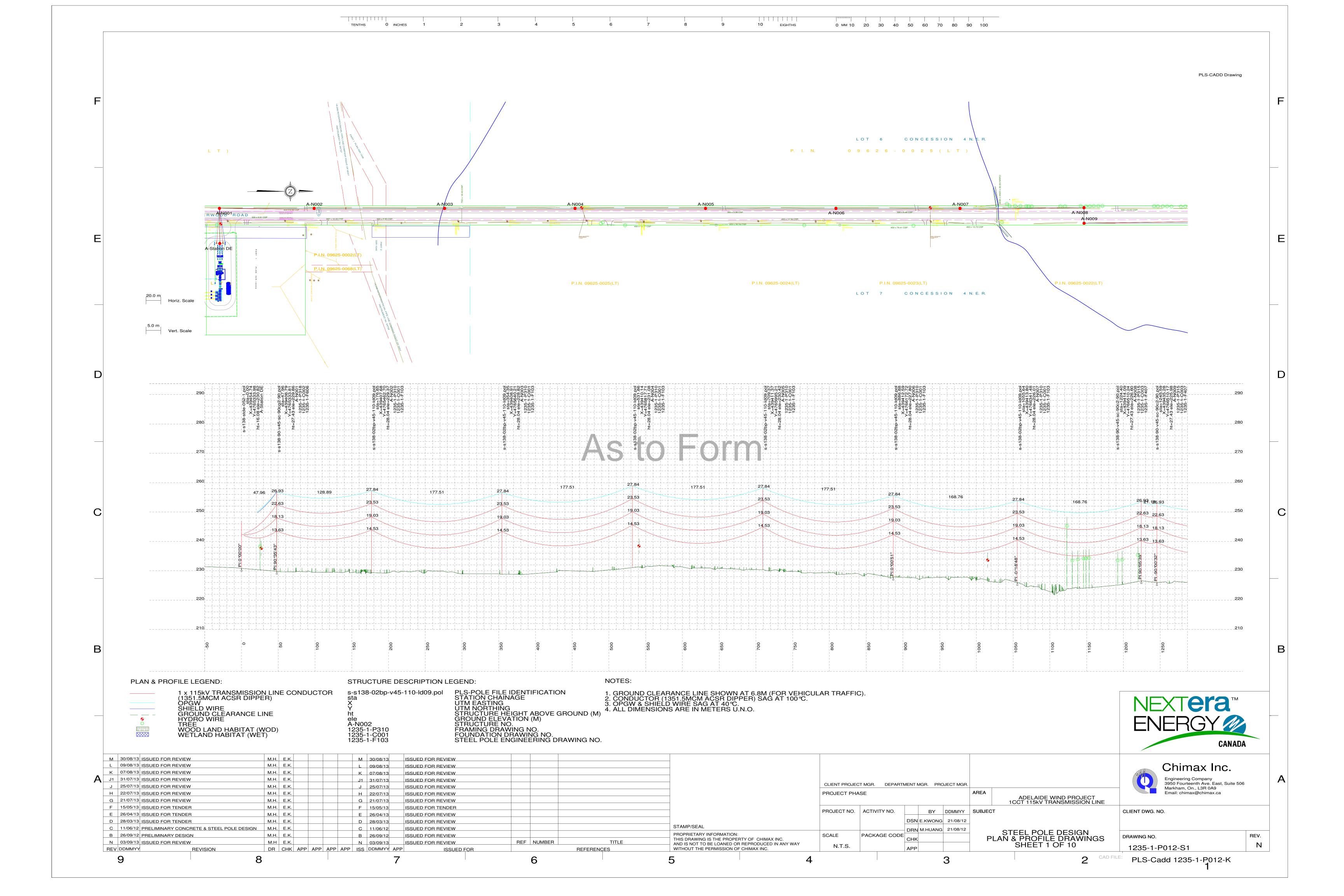
Approved Road Use Plans

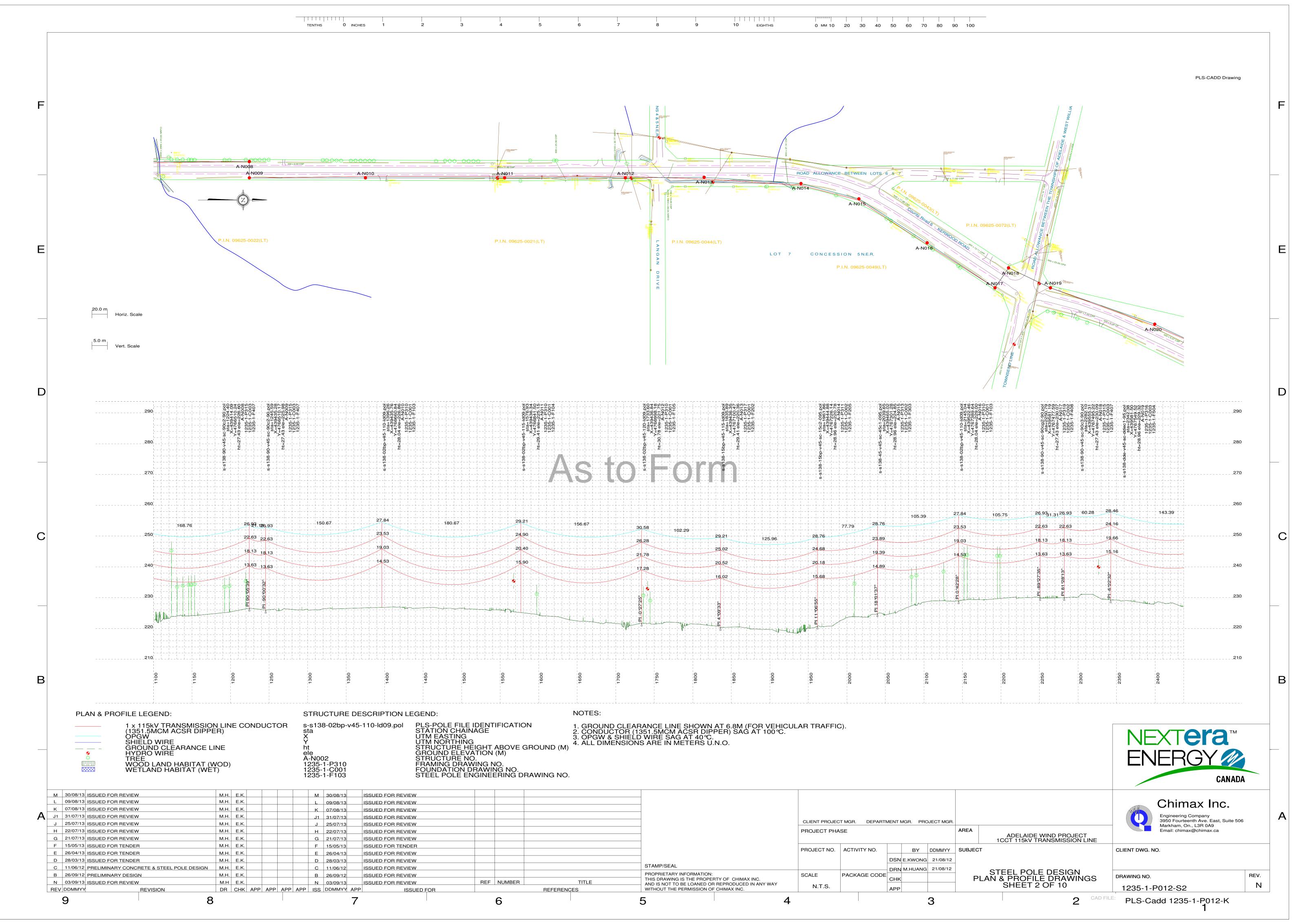
# As to Form

## Kerwood B1

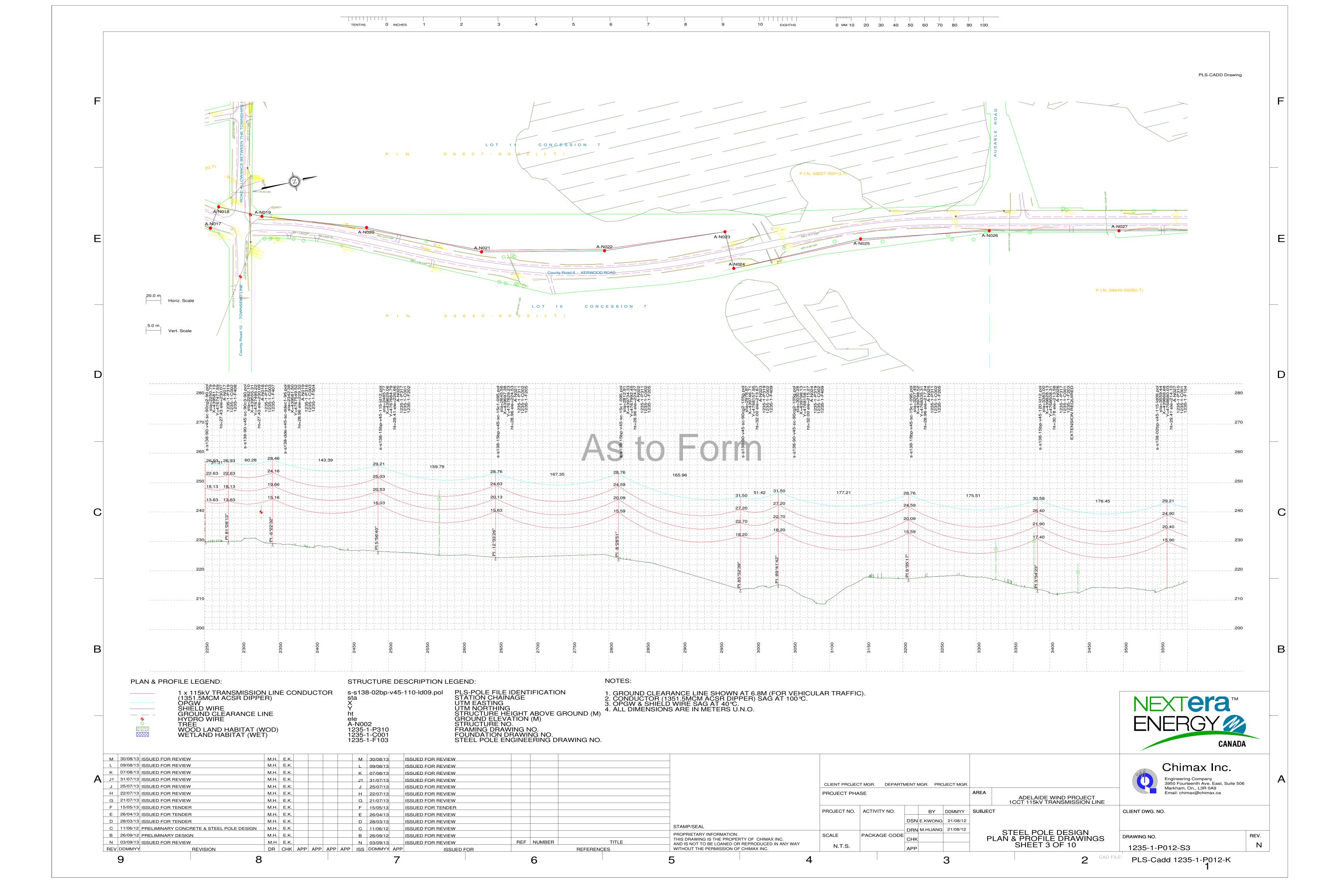
## **Kerwood Transmission Plan and Profile**

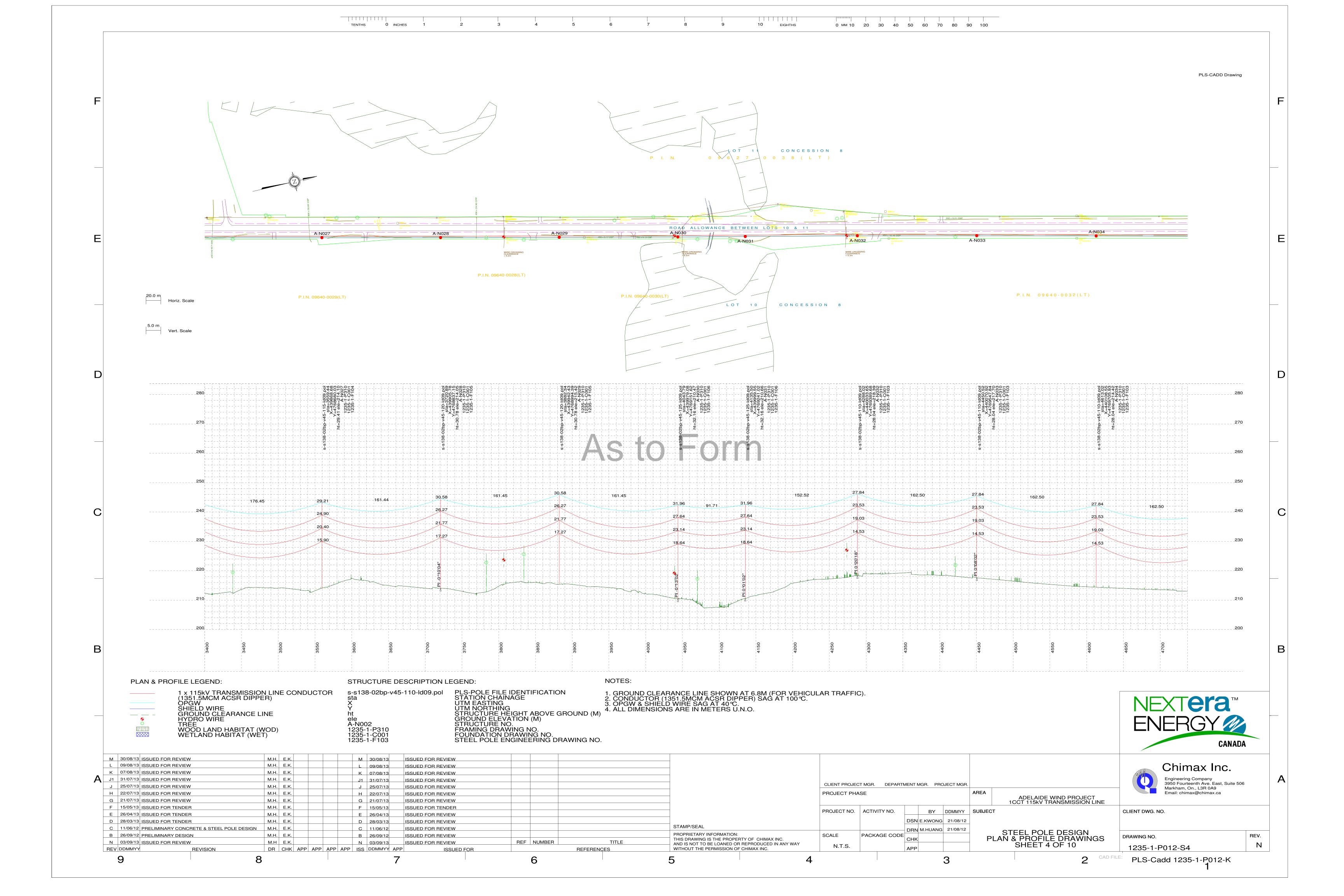
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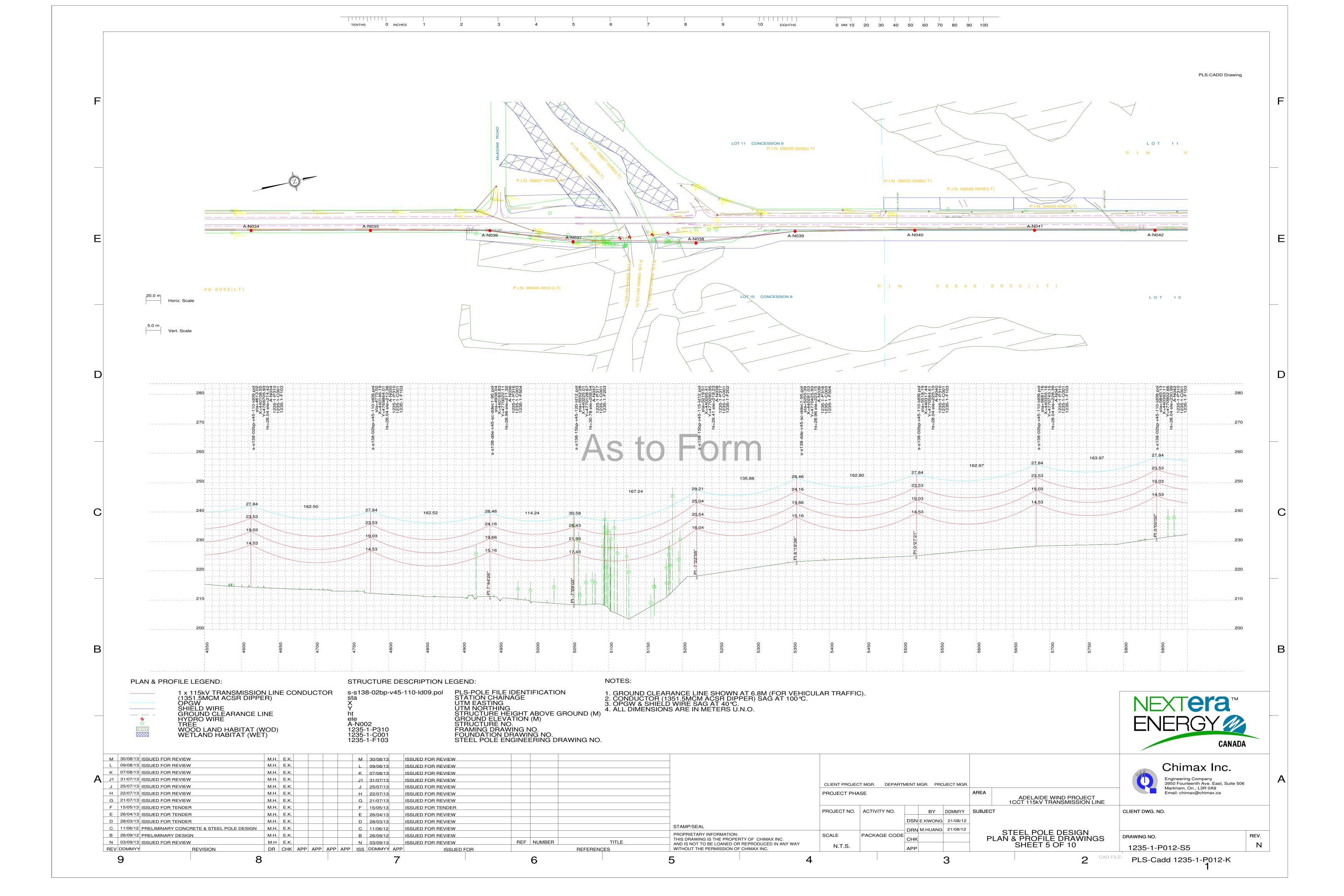


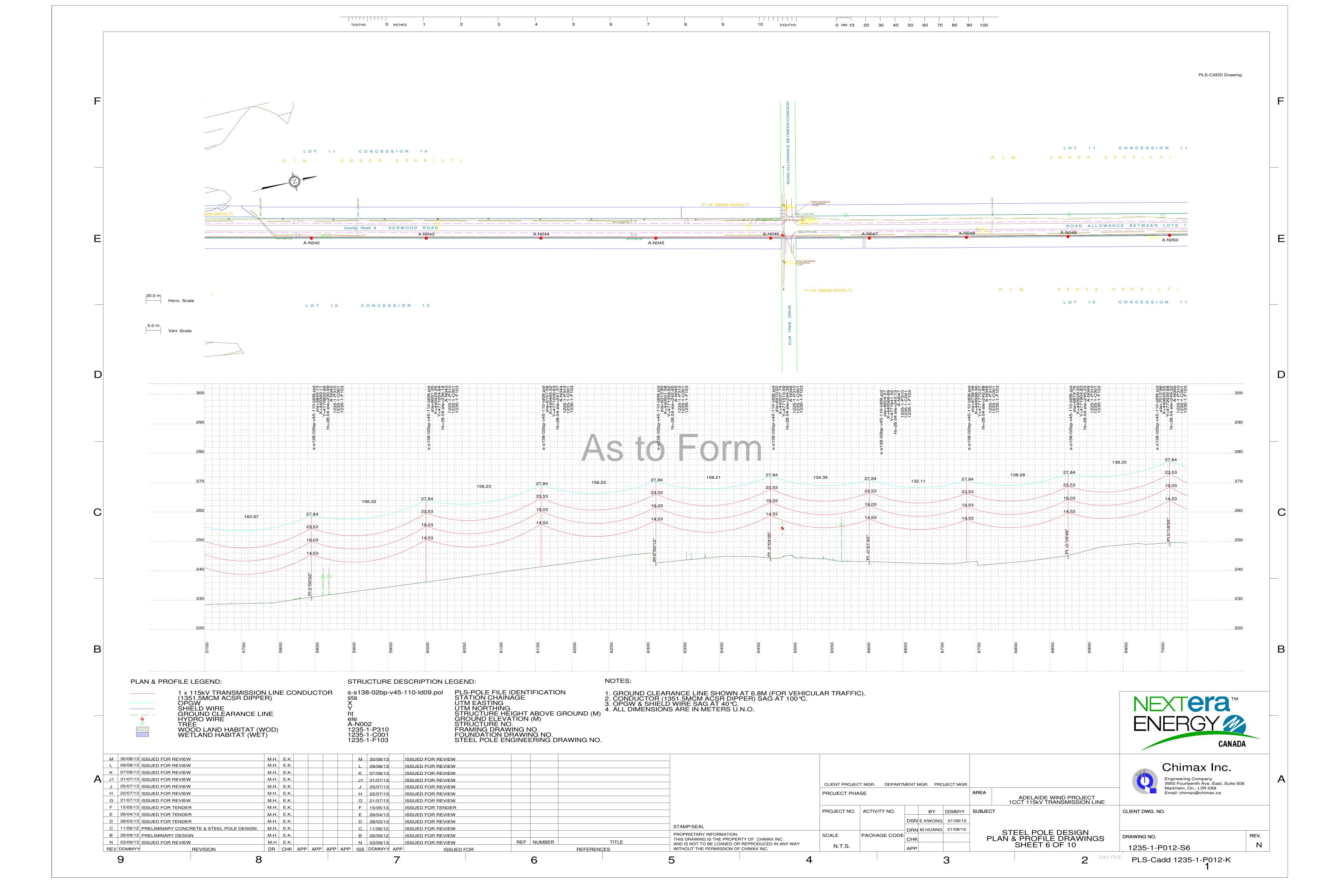


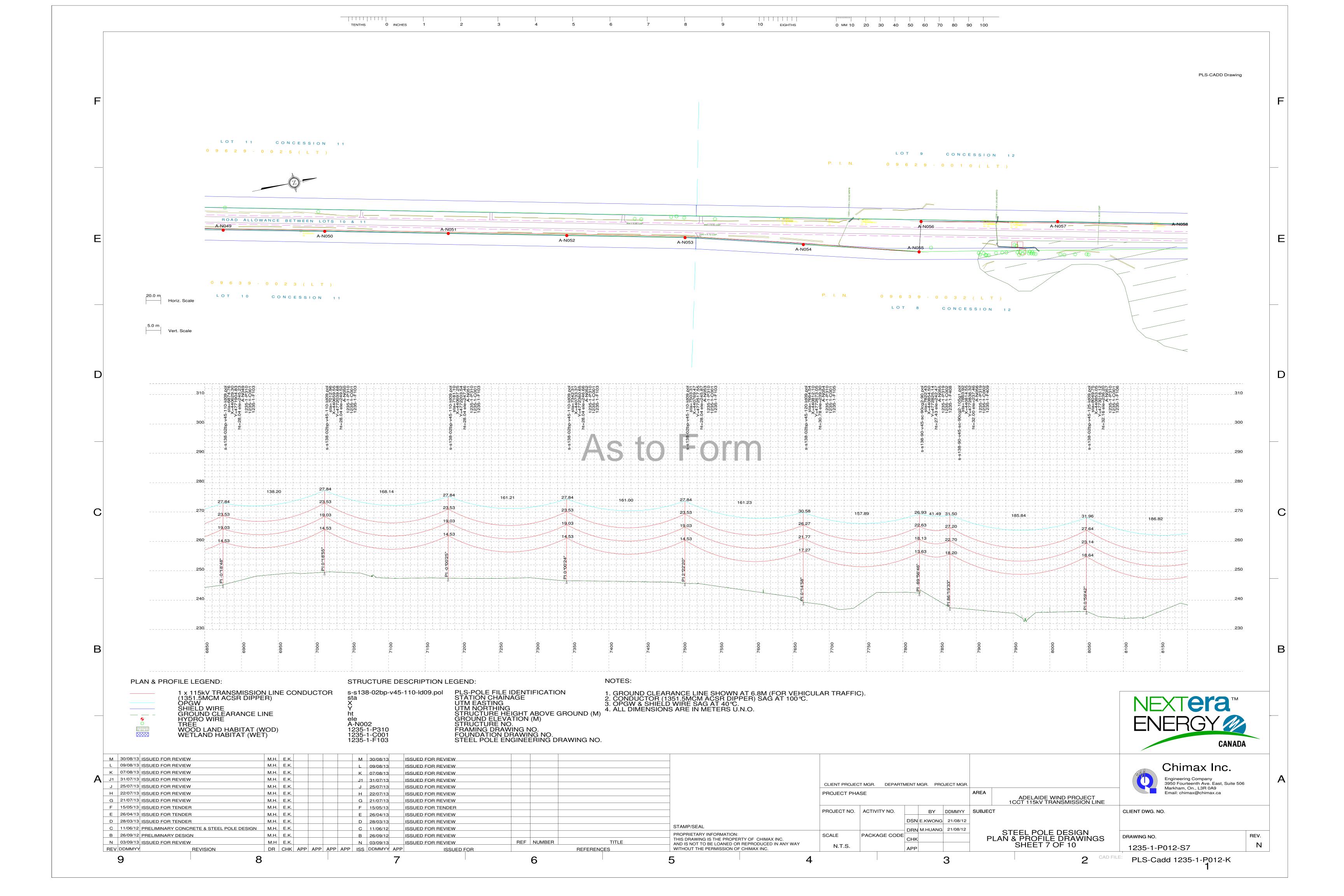
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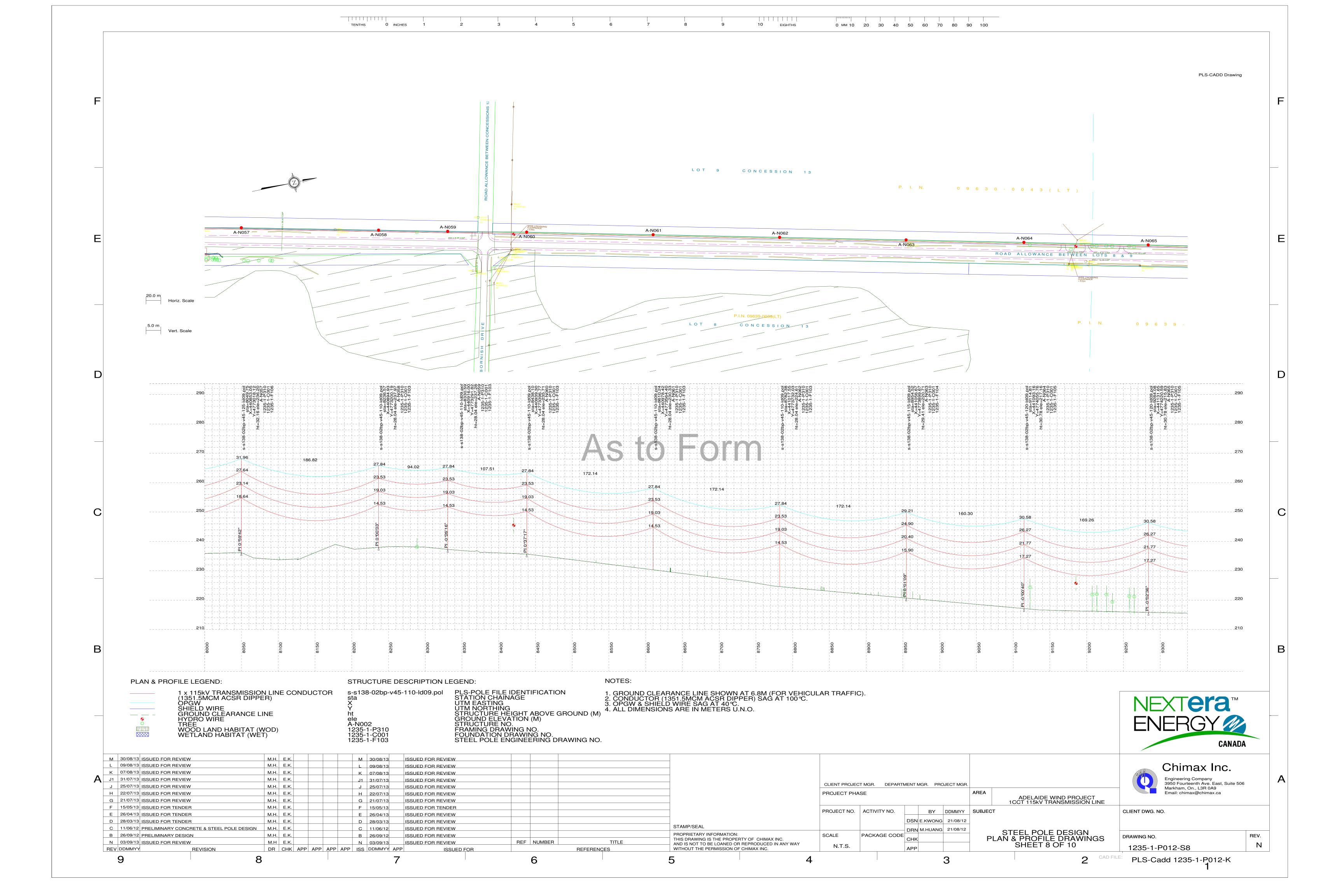


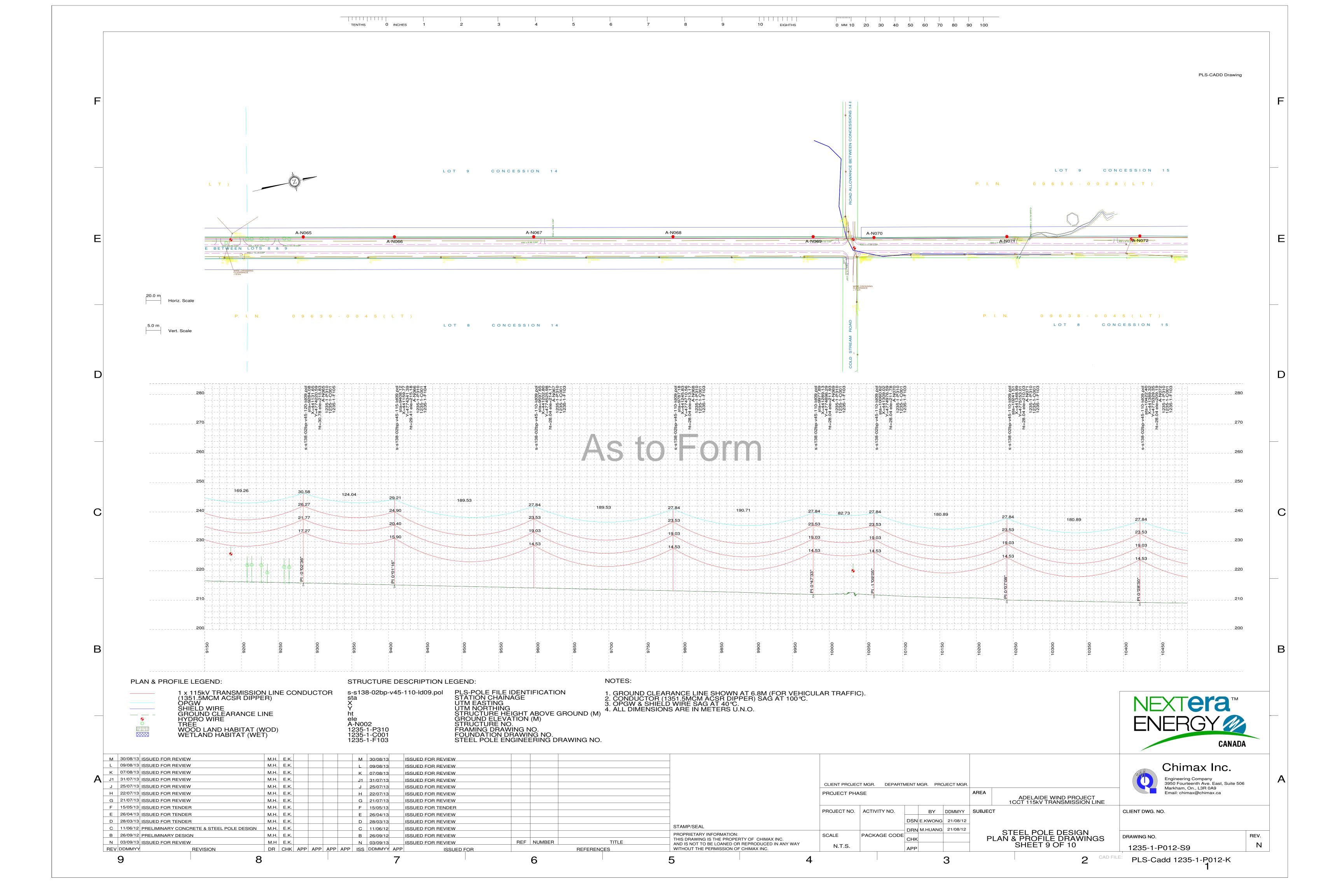


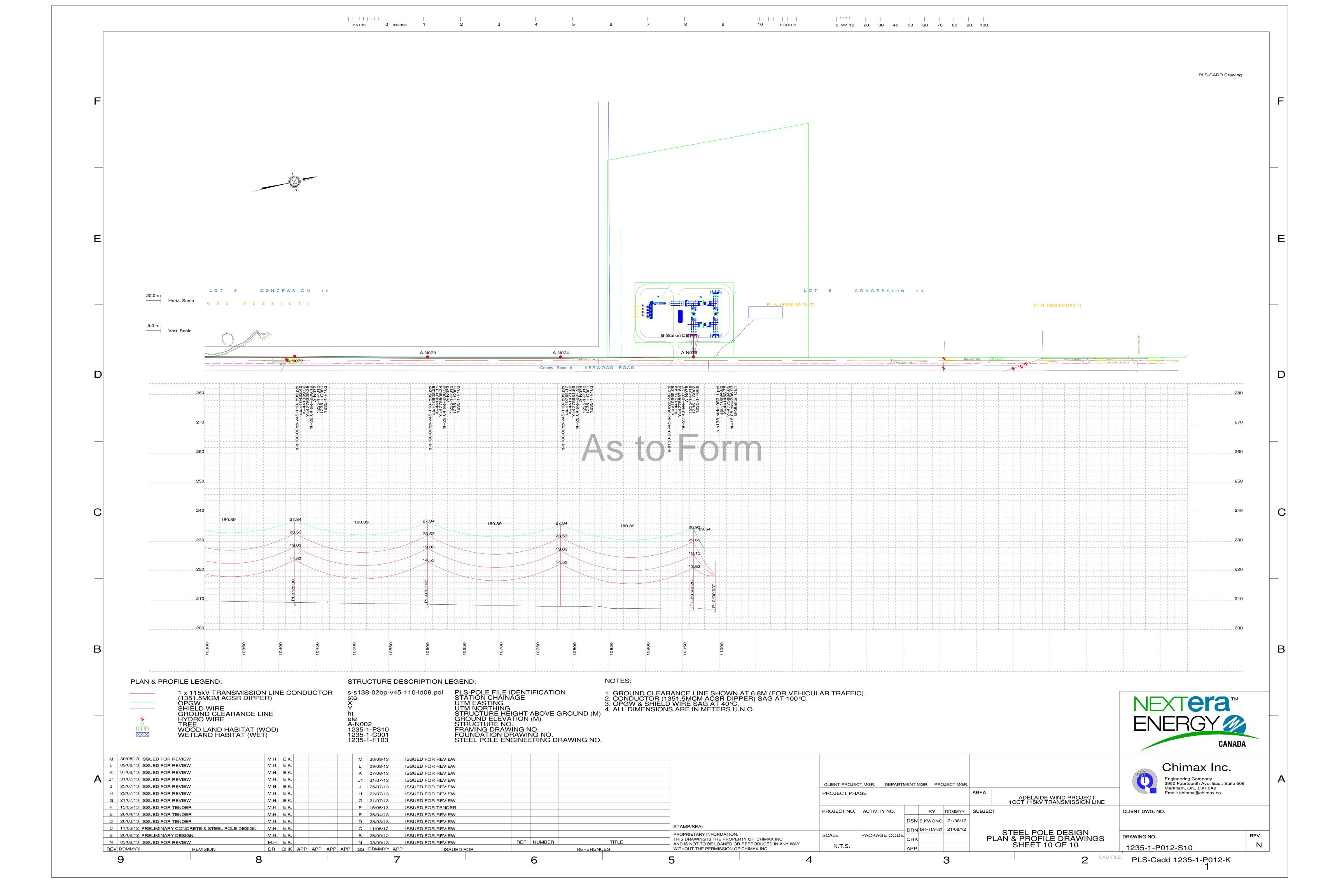








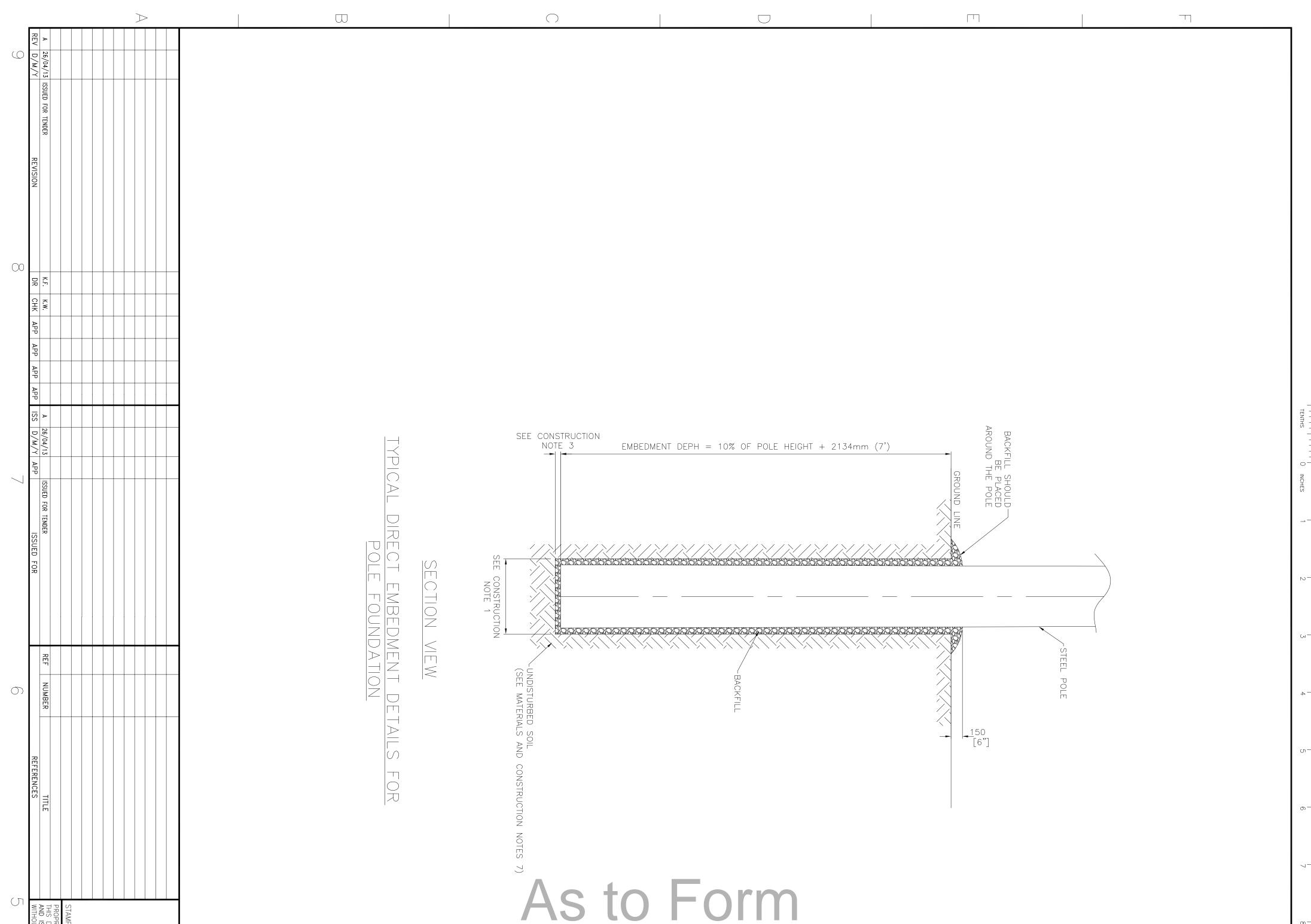




## Kerwood B2

### **Kerwood Transmission Foundation Designs**

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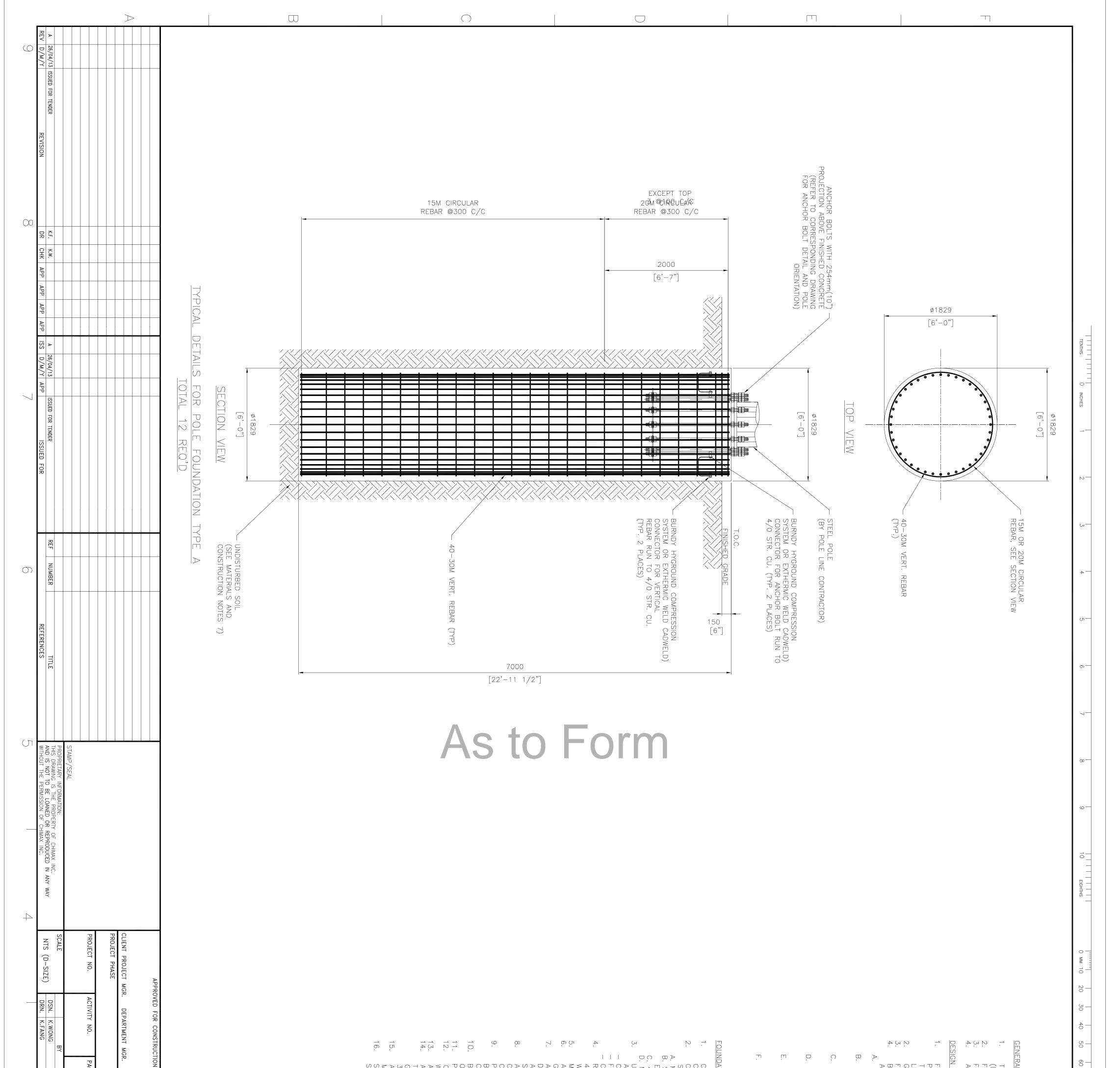
# GENERAL NOTES

- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE PLAN AND PROFILE DRAWINGS (DWG1235-1-P012), ANCHOR BOLT DRAWINGS AND STAKING INFORMATION.
   FOR POLE FRAMING DETAILS, SEE DWG#1235-1-P3XX SERIES
   ALL DIMENSIONS AS SHOWN ARE METRIC IN MILLIMETERS U.N.O.

# DESIGN PARAMETERS

- FOUNDATION DESIGN IS BASED ON THE DRAFT GEOTECHNICAL INVESTIGATION REPORT PREPARED BY "AMEC ENVIRONMENT & INFRASTRUCTURE" DATED ON 07 DECEMBER, 2012. THE INFORMATION ON BOREHOLE RECORDS ALONG THE PROPOSED ADELAIDE TRANSMISSION LINE HAS BEEN USED FOR THE FOUNDATION DESIGN.
   GROUND WATER LEVEL IS DESIGNED AT GRADE.
   FROST DEPTH IS 1.2m (4') BELOW GRADE
   BASED ON THE INFORMATION ON BOREHOLE RECORD, THE FOLLOWING DESIGN PARAMETER AND ASSUMPTIONS ARE ADOPTED FOR THE FOUNDATION DESIGN:





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HIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE PLAN AND PROFILE DRAWINGS WG1235-1-P012), ANCHOR BOLT DRAWINGS AND STAKING INFORMATION. OR POLE FRAMING DETAILS, SEE DWG#1235-1-P3XX SERIES OR ANCHOR BOLT DETAILS, SEE DWG#1235-1-F101 AND 102. L DIMENSIONS AS SHOWN ARE METRIC IN MILLIMETERS U.N.O. NOTES

PARAMETERS

TOUNDATION DESIGN IS BASED ON THE DRAFT GEOTECHNICAL INVESTIGATION REPORT PREPARED BY "AMEC ENVIRONMENT & INFRASTRUCTURE" DATED ON 07 DECEMBER, 2012. THE INFORMATION ON BOREHOLE RECORDS ALONG THE PROPOSED ADELAIDE TRANSMISSION INE HAS BEEN USED FOR THE FOUNDATION DESIGN. ROUND WATER LEVEL IS DESIGNED AT GRADE. ROST DEPTH IS 1.2m (4') BELOW GRADE ASSUMPTIONS ARE ADOPTED FOR THE FOUNDATION DESIGN. FROM 0m TO 1.2m BELOW GRADE, ASSUMED LOOSE CONDITION WITH FRICTION ANGLE = 20 DEG

B. FROM 1.2m TO 1.75m BELOW GRADE, AVERAGE PENETRATION INDEX 'N' = 9 (FRACTION ANGLE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 7 (FRACTION ANGLE) FOR STRUCTURE A-N011 TO A-N010, AND 'N' = 7 (FRACTION ANGLE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 10 (FRACTION ANGLE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 10 (FRACTION ANGLE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 FO A-N010 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 TO A-N010 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 TO A-N0175
F. FROM 4.0m TO 9.0m BELOW GRADE, AVERAGE PENETRATION INDEX 'N' = 8 (COHESIVE) FOR STRUCTURE A-N001 TO A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 TO A-N075
F. FROM 4.0m TO 9.0m BELOW GRADE, AVERAGE PENETRATION INDEX 'N' = 8 (COHESIVE) FOR STRUCTURE A-N011 TO A-N010 A-N010, AND 'N' = 12 (COHESIVE) FOR STRUCTURE A-N011 TO A-N075

[ ] ]

ON MATERIAL AND CONSTRUCTION NOTES

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CONCRETE MATERIAL, DESIGN, TESTING AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CCA SIMULARD COMPACT SERVES.
CONCRETE SPECIFICATIONS ON POPTIAND CEMENT: TYPE GU NORWAL PORTIAND CEMENT; EXPOSURE CLASS C-1
MINUM COMPRESSIVE STRENCT: SIME AT 7 DAYS AND TWO AT 28 DAYS ARE REQUIRED UNLESS CITHERWISE SPECIFICATIONS ON POPTIAND CONCRETE COVER TO REINFORCEMENT SHALL BE DEFORMED CONCRETE WITH DIRECT CONTACT TO SOLL = 50mm
C. 4%, -7% AR CONTENT
D. MILL SC CHERWISE SPECIFIC, MINIMUM CONCRETE COVER TO REINFORCEMENT SHALL BE ACCORDANCE WITH ONLY TELD STRENGTH OF ACOUNTRESS CHEREWISE SPECIFICATIONS SILL SOMM
C. 0000RETE CAST ACAINST SOLL = 75mm
C. 0000RETE CAST ACAINST SOLL ON FIRMING TO CSA G30.12 GR.400 EXCEPT TIES AND STIRRUPS MINIMUM SPLICES, LAPS AND HORE TO CSA G30.12 GR.400 EXCEPT TIES AND STIRRUPS WHICH SHALL BE GRADE 300.
MINING SPLICES, LAPS AND HORIS SHALL BE NACCORDANCE WITH CAN 3-A23.1 ALL OTHER STELL MARTAL SHALL BE DEFORMED IN A MANURE THAT SHALL ENSURE PROPER ALL PROPERIES AND HORIS SHALL BE DECOMPTOED TO PRECEDING WITH, ON AND SHALL BE DEWATERED AND ALL OFFICIEND PROPER CONSTRUCTION AND EXCAVATION METHOD SHALL BE DEVALIFIED TO PRECENT OULAPSE.
GANANG EDURING THE EXEMANTION METHOD BEFORE ENCOEDE XCOMMONS SHALL BE DEWATERED FOR ERROCEDING WITH WORK ALL EXCAVATIONS SHALL BE DECONTRACTOR TO ADOPT PROPER CONSTRUCTION AND EXCAVATION METHOD SHALL BE DECONTRACTOR TO ADOPT PROPER CONSTRUCTION AND EXCAVATION METHOD SHALL BE DECONTRACTOR TO ADOPT PROPER CONSTRUCTION AND EXCAVATION METHOD SHALL BE USED DURING CONDINATIONS SHALL BE DECIDE SHALL BE DECIDE SHALL BE DECIDES AND LOCATIONS OF ALL BEACOMMENT OF CONDRETE. SOTION OF FOURACTION REPORT AND DESCUENT WITH THE ECONTRACTOR SHALL BE USED DURING CONDERTING.
GONGRETE CASTING. IT IS THE RESPONNEL TO CONTRACT TO AND DECIDE SHALL BE DEWATERED FOR THE WARDED SHALL BE DECONTRACTOR SHALL BE DEVENTIONS FOR BRANKELENSES OF THE WORD ON SITE FROME THAT THE SOLL CONDINATION SHALL BE DEVENT AND

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LL BACKFILL UNDER FOUNDATIONS SHALL BE LEAN CONCRETE MIX OR GRANULAR B ATERIAL AND SHALL BE COMPACTED TO 98% SPMDD WITH MAX LIFT OF 200mm. AFETY MEASURES SHALL BE PROVIDED AFTER EXCAVATION TO ENSURE WORKPLACE AFETY.

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CLIENT DWG. NO. Ø Engineering Company 3950 Fourteenth Ave. East, Suite 506 Markham, On., L3R 0A9 Email: chimax@chimax.ca Chimax Inc. CANADA 

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**JERG** 

DRAWING NO. 1235-1-C002

KAGE CODE

SUB

26/04/13 26/04/13

1CCT 115kV TRANSMISSION LINE POLE FOUNDATION TYPE A

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CADD FILE ADDRESS

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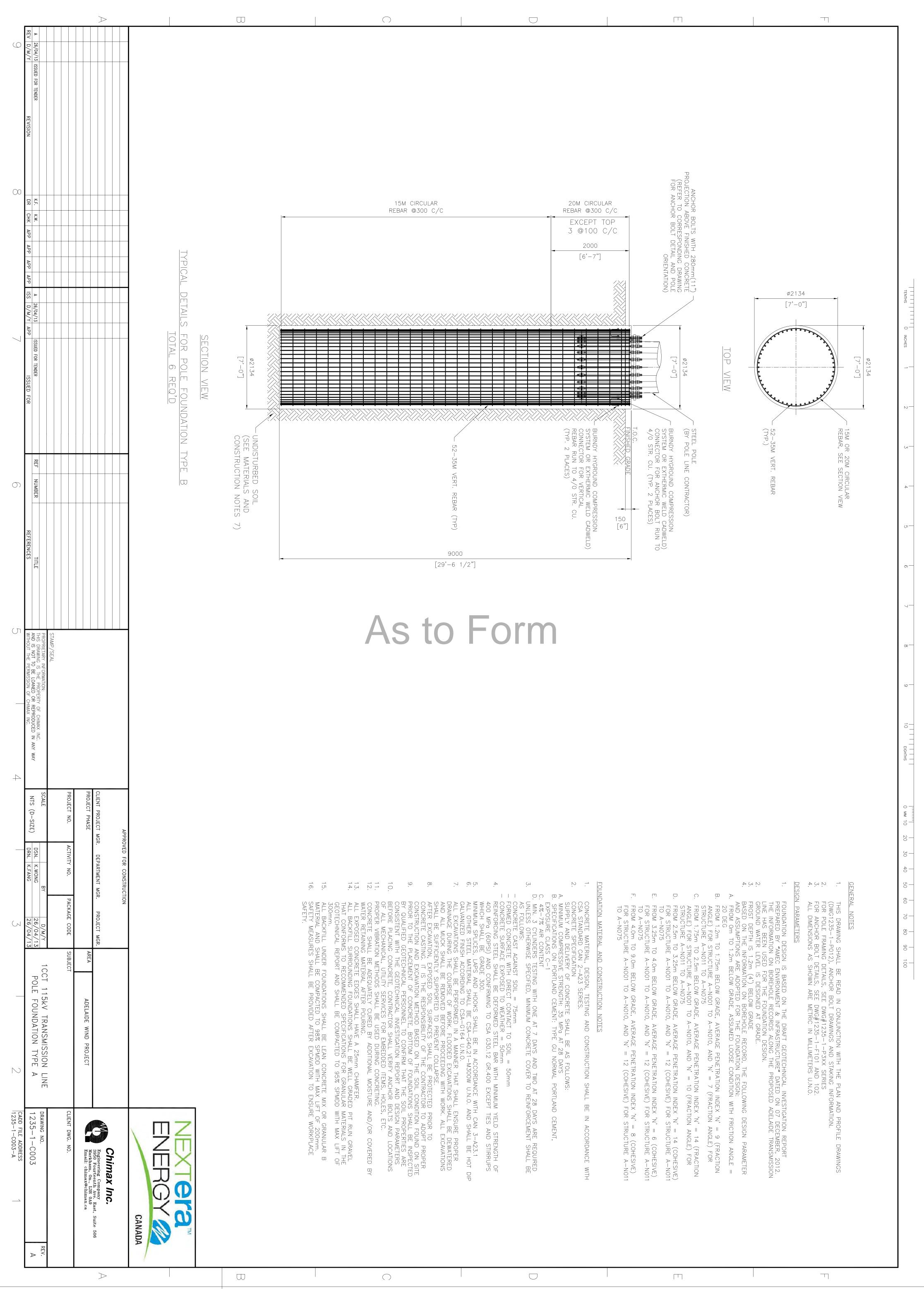
PROJECT MGR

AREA

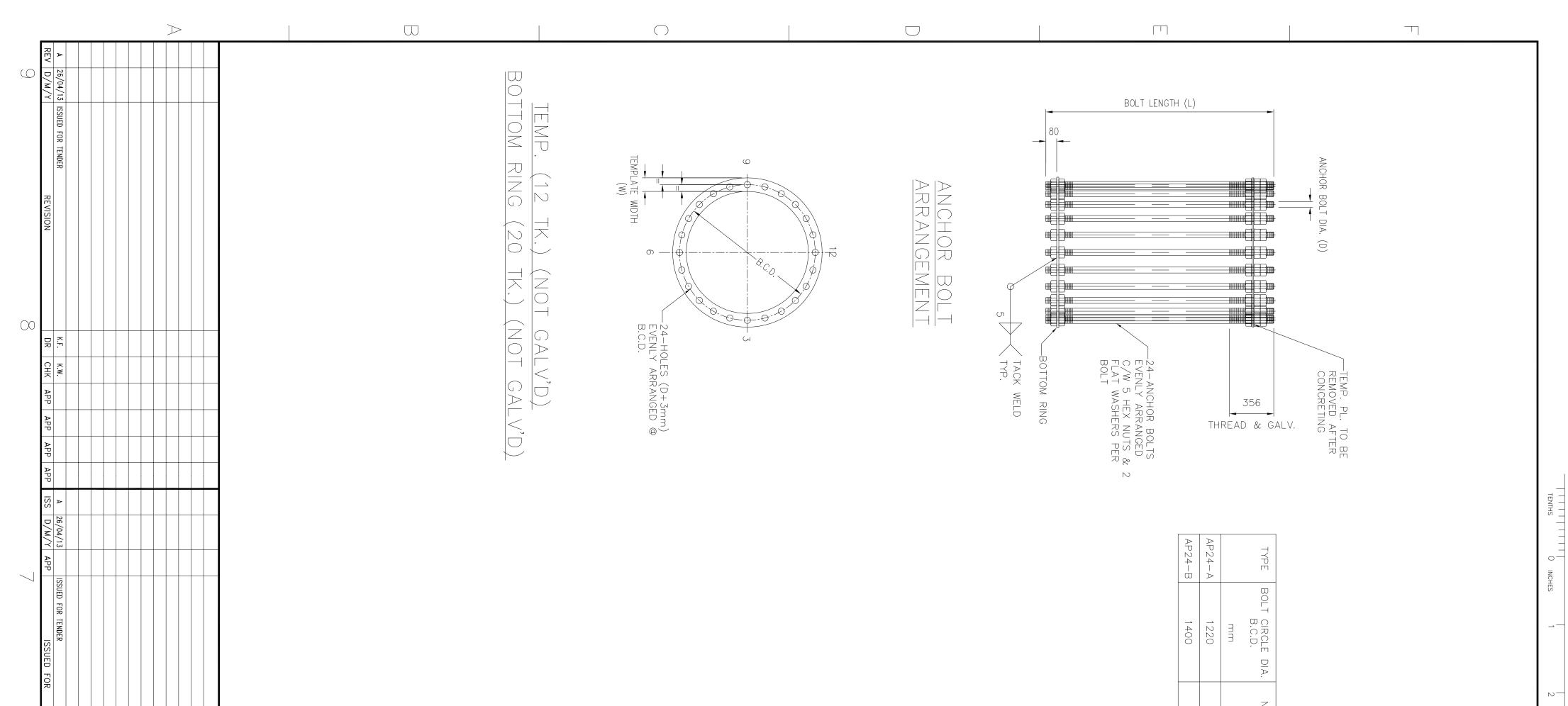
ADELAIDE

WIND

PROJECT



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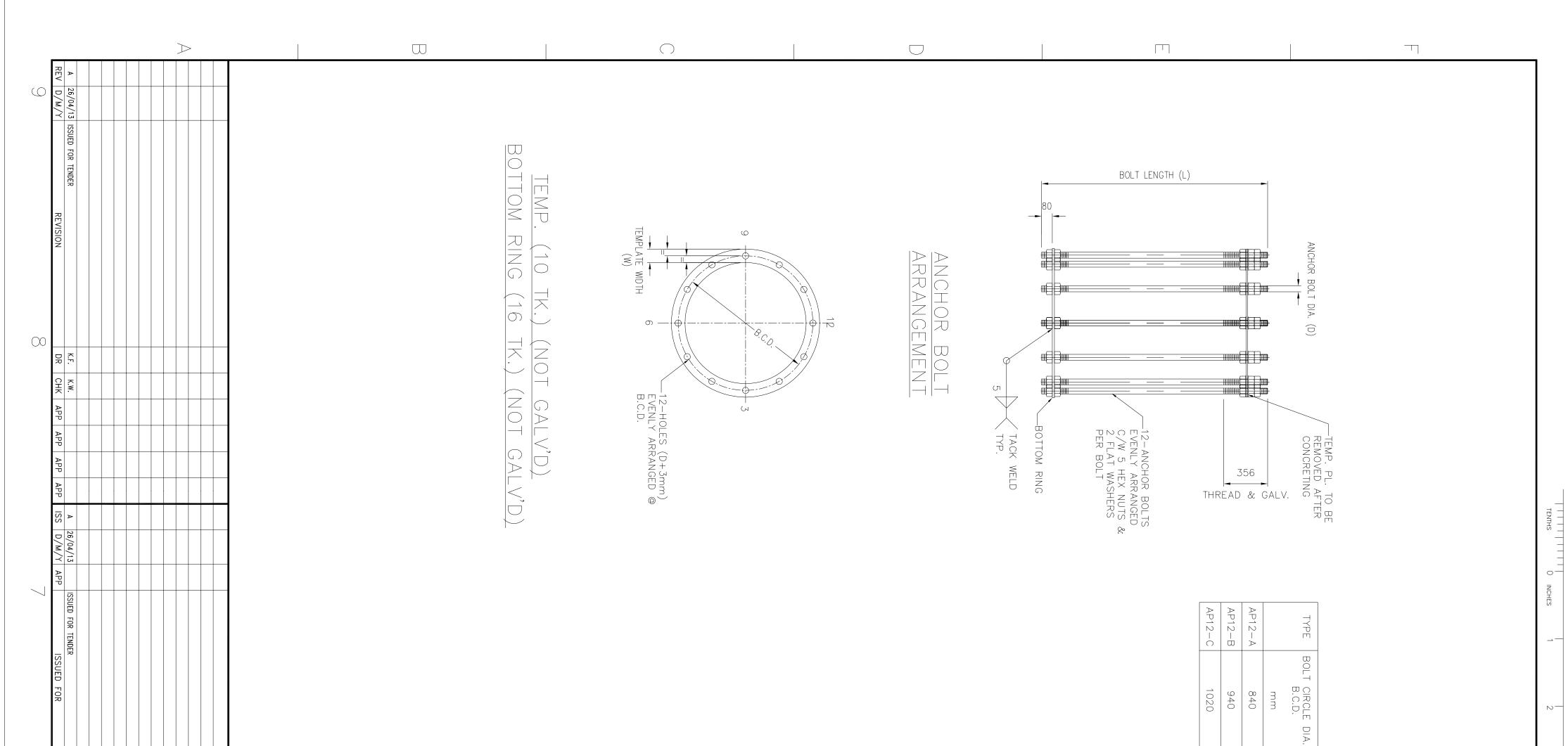


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IPPOVED FOR CONSTRUCTION       IPPOVED FOR CONSTRUCTION       IPPOVED FOR CONSTRUCTION       IPPOVED FOR CONSTRUCTION       Import     IPPOVED FOR CONSTRUCTION		M       M

24	24	No. OF BOLT
57	51	BOLT DIA. (D) mm
2100	2100	BOLT LENGTH (L) mm
170	160	TEMP. RING TEMPLATE WIDTH (W) mm
210	190	BOTTOM RING TEMPLATE WIDTH (W) mm
5	_1	TOTAL REQ'D
		POLE

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80	
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		REF									
$\bigcirc$		NUMBER									
	REFERENCES	TITLE									
U	WITHOUT THE PERMISSION OF CHIMAX INC.	AND IS NOT TO BE LOANED OR	PROPRIETARY INFORMATION:	STAMP/SEAL							
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	NIJ (D-JIZE)	NITE (D_SIJE)	SCALE			PRO IFCT NO	PROJECT PHASE		CITENT DOUTENT MCD		APPR
	DRN. K.FANG	DSN. K.WONG	BY			ACTIVITY NO		L	DEDARTMENT MCR		APPROVED FOR CONSTRUCTION
				┢		PACK			ס		STION

			DIA.
12	12	12	No. OF BOLT
<u>л</u>	IJ Л	44	BOLT DIA. (D) mm
1800	1800	1700	BOLT LENGTH (L) mm
160	160	140	TEMP. RING TEMPLATE WIDTH (W) mm
190	190	170	BOTTOM RING TEMPLATE WIDTH (W) mm
Ŋ	0	_ <u>`</u>	TOTAL REQ'D
			POLE
	51 1800 160 190	51       1800       160       190         51       1800       160       190	441700140170511800160190511800160190

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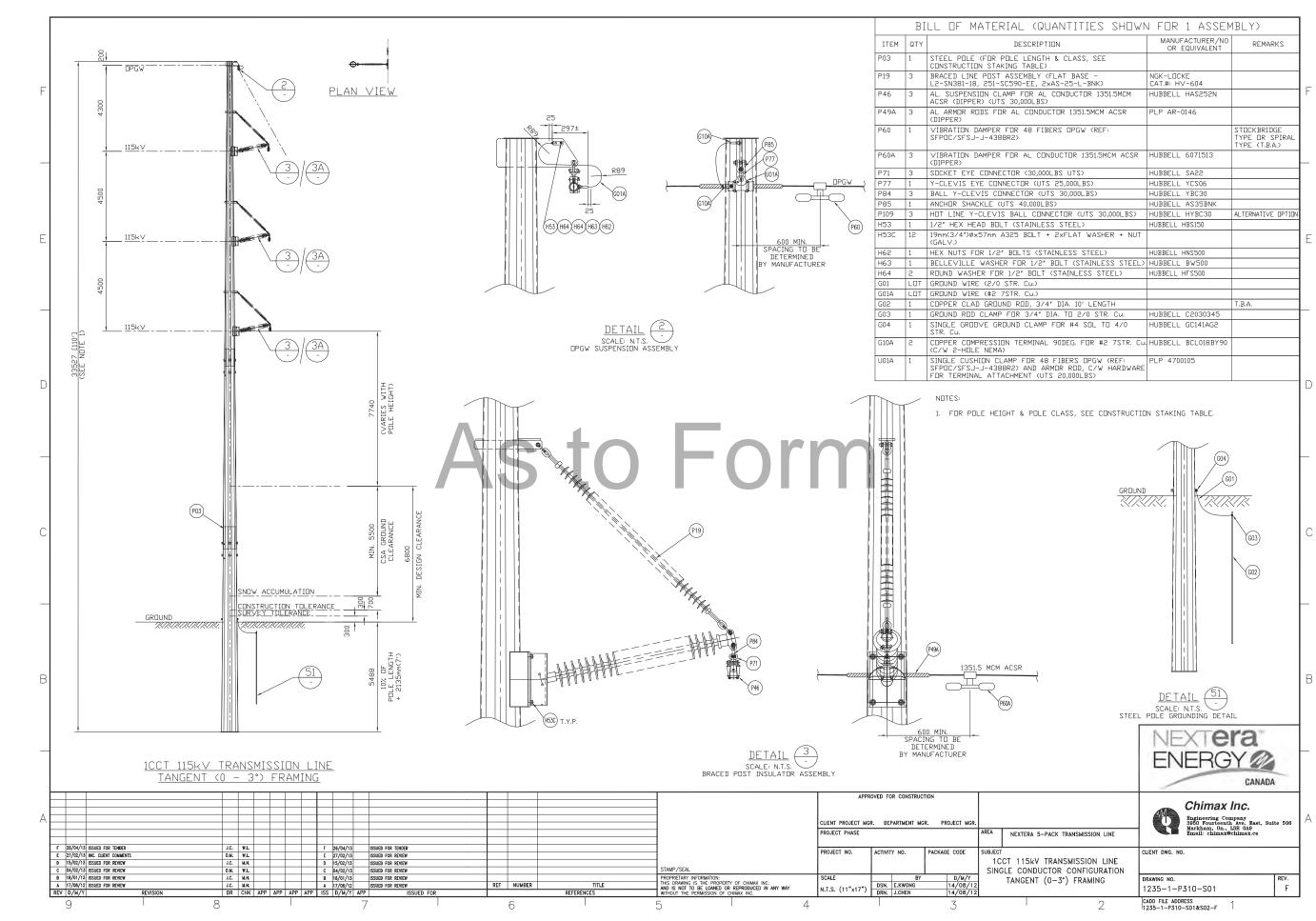
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TION R. PROJECT MGR. REA AREA ADELAIDE WIND PROJECT PACKAGE CODE SUBJECT PACKAGE CODE SUBJECT 1 CCT 115KV TRANSMISSION LINE 26/04/13 ANCHOR BOLT AND TEMPLATE SETTING DETAILS 3 2 2 2		<ol> <li>ALL OTHER STEEL MATERIAL SHALL BE CSA</li> <li>TOP PORTION OF ANCHOR BOLT AS SHOWN BE HOT DIP GALVANIZED FINISH AS IN ACC RIGID.</li> <li>ANCHOR BOLT SHALL BE SET ACCURATELY RIGID.</li> <li>ANCHOR BOLT THREADS SHALL BE PROTEC- CONCRETING.</li> <li>NUMBER'3', '6', '9' AND '12' DENOTES FACE STRUCTURE, SEE ANCHOR BOLT ORIENTATIO DETAILS.</li> </ol>	NOTES. NOTES. 1. ALL DIMENSIONS AS SHOWN ARE IN MILLIMETERS [IMPERIAL] U.N.O. 2. FOR FOUNDATION DRAWINGS, SEE DWG# 1235-1-C001 TO C003. 3. FOR POLE LINE PLAN AND PROFILE DRAWINGS, SEE DWG# 1235-1-P012 4. FOR ANCHOR BOLT ORIENTATION, SEE DWG# 1235-1-XXXX 5. ANCHOR BOLT SHALL HAVE A MINIMUM ULTIMATE TENSILE STRENGTH OF 860 MPa (125 ksi) AND A MINIMUM VIELD STRENGTH OF 750 MPa (108 ksi) EQUIVALENT TO ASTM A354 GRADE BC. ANCHOR BOLT HARDWARE AND ASSEMBLIES SHALL MEET THE EQUIVALENT STRENGTH AND MATERIAL SPECIFICATION REQUIREMENTS.
NERRIPORT       Chimax Inc.         CANADA         Engineering Company Basiso Foureenth Aros         Basiso Foureenth Aros         Basiso Foureenth Aros         Basiso Foureenth Aros         CLIENT DWG. NO.         CLENT DWG. NO.         CADD FILE ADDRESS			
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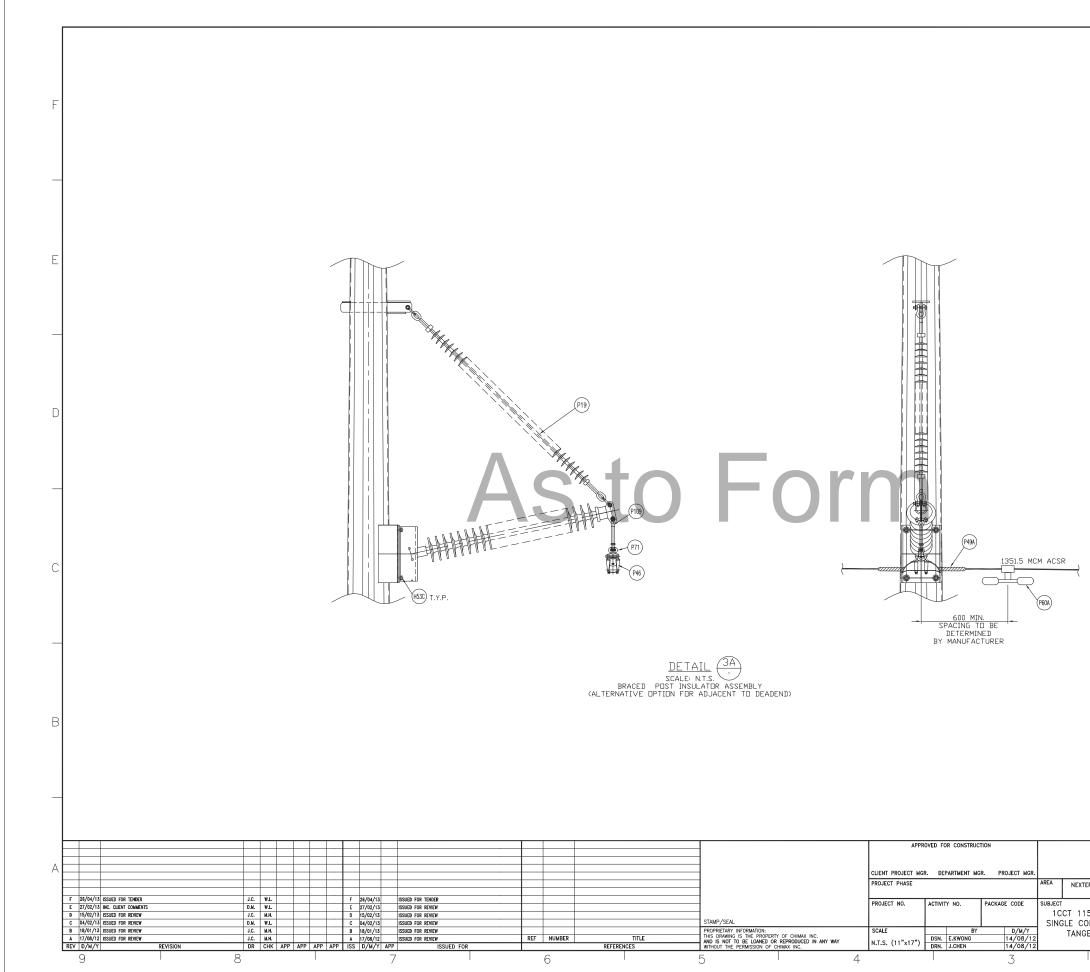
## Kerwood B3

### **Kerwood Transmission Pole Configurations**

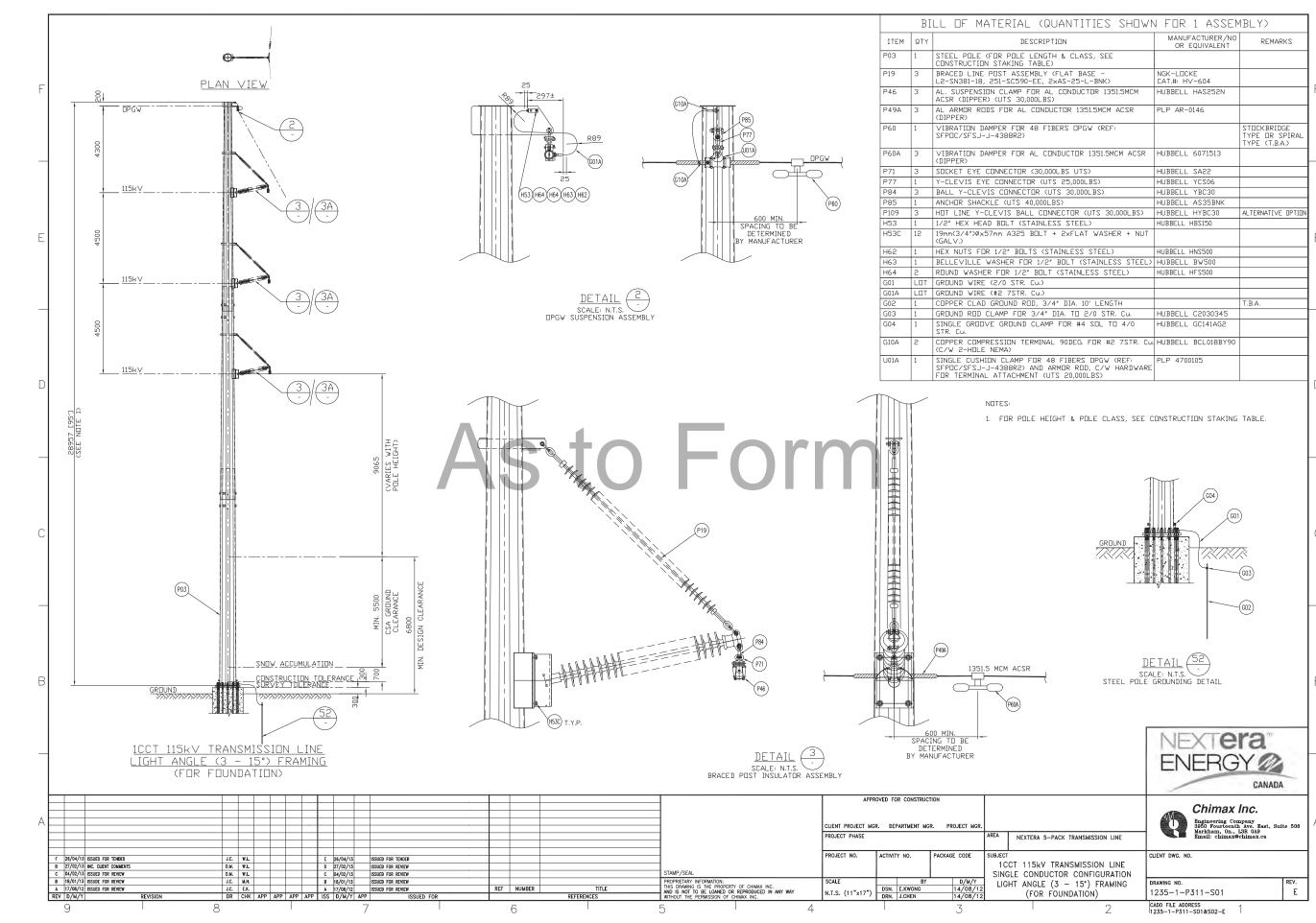
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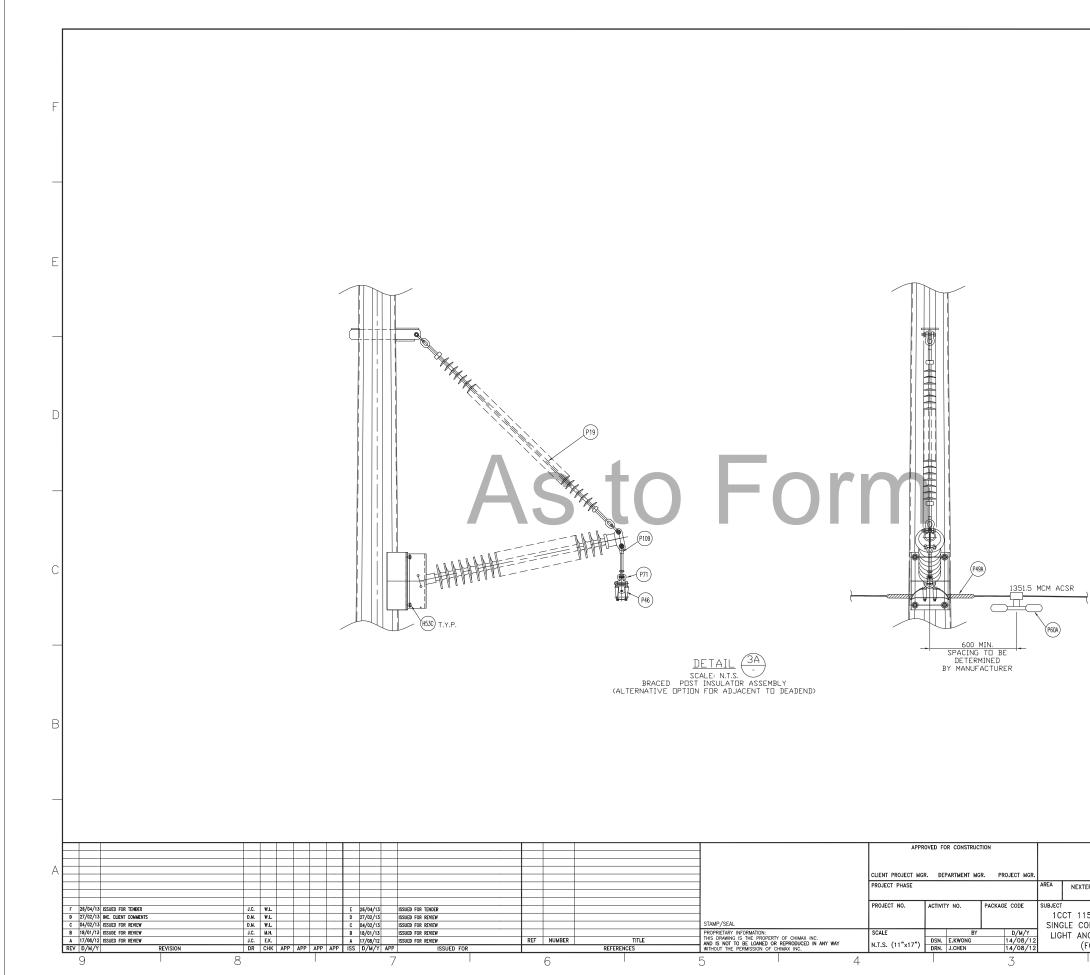
_ (QUANTITIES SHOWN	V FOR 1 ASSEM	1BLY)
SCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS
LENGTH & CLASS, SEE TABLE>		
EMBLY (FLAT BASE - HEE, 2×AS-25-L-BNK)	NGK-LOCKE CAT.#: HV-604	
FOR AL CONDUCTOR 1351.5MCM 000LBS>	HUBBELL HAS252N	
CONDUCTOR 1351.5MCM ACSR	PLP AR-0146	
48 FIBERS DPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL TYPE (T.B.A.)
AL CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513	
(30,000LBS UTS)	HUBBELL SA22	
DR (UTS 25,000LBS)	HUBBELL YCS06	
TER (UTS 30,000LBS)	HUBBELL YBC30	
40,000LBS)	HUBBELL AS35BNK	
L CONNECTOR (UTS 30,000LBS)	HUBBELL HYBC30	ALTERNATIVE OPTION
TAINLESS STEEL)	HUBBELL HBS150	
BOLT + 2xFLAT WASHER + NUT		
TS (STAINLESS STEEL)	HUBBELL HNS500	
R 1/2" BOLT (STAINLESS STEEL)	HUBBELL BW500	
" BOLT (STAINLESS STEEL)	HUBBELL HFS500	
Cu.)		
Cu.)		
DD, 3/4" DIA. 10' LENGTH		T.B.A.
3/4" DIA. TO 2/0 STR. Cu.	HUBBELL C2030345	
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2	
ERMINAL 90DEG. FOR #2 7STR. Cu.	HUBBELL BCL018BY90	
FDR 48 FIBERS DPGW (REF: AND ARMOR ROD, C/W HARDWARE ENT (UTS 20,000LBS)	PLP 4700105	



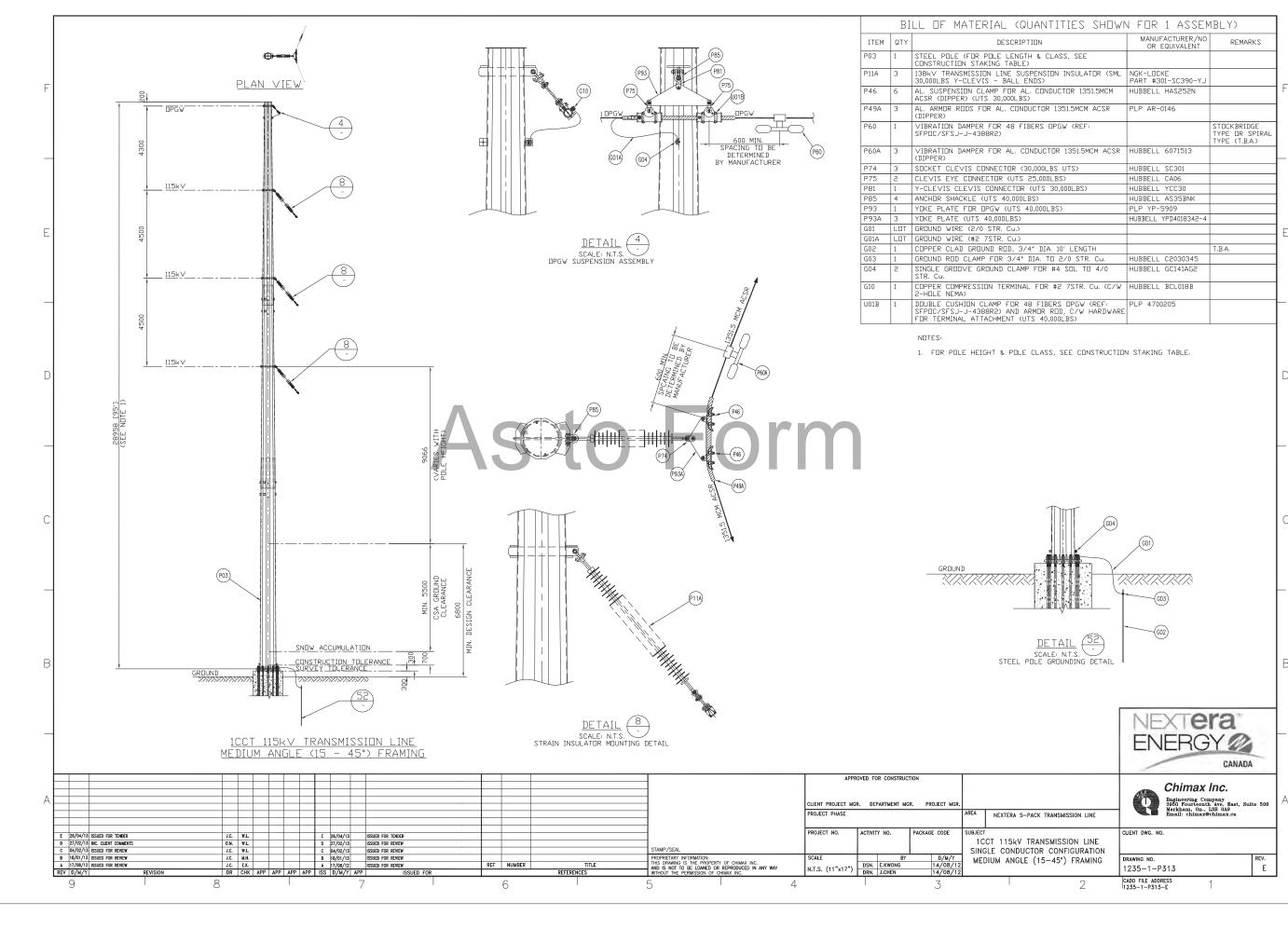
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	Chimax Inc. Engineering Company	Α
ERA 5-PACK TRANSMISSION LINE	Engineering Company 3950 Fourteenth Ave. East, Suite 506 Markham, On., L3R 0A9 Email: chimax@chimax.ca	
LINE FROM INFORMATION LINE		
5kV TRANSMISSION LINE	CLIENT DWG. NO.	
ONDUCTOR CONFIGURATION ENT (0-3°) FRAMING	DRAWING NO. REV.	
	1235-1-P310-S02 F	
2	CADD FILE ADDRESS 1235-1-P310-S01&S02-F	



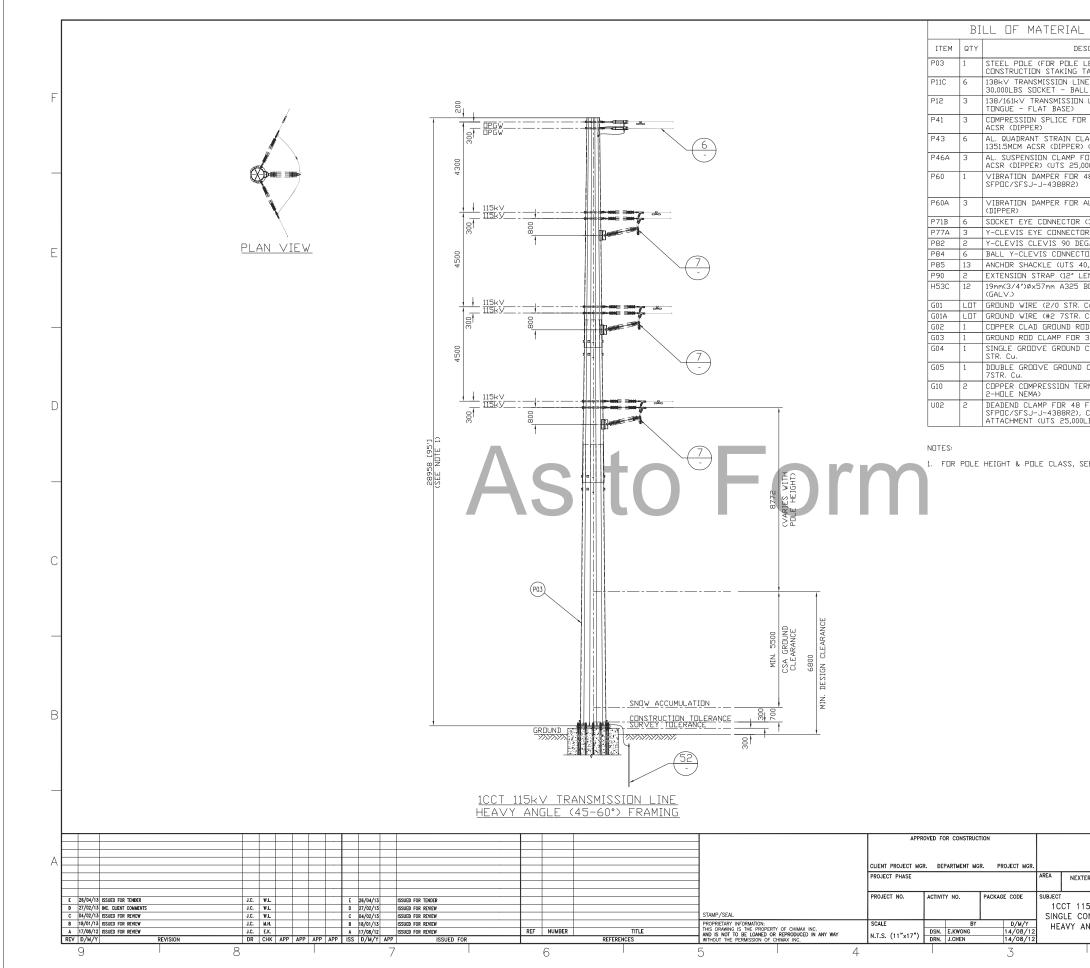
	N FOR 1 ASSEM	
SCRIPTION	OR EQUIVALENT	REMARKS
LENGTH & CLASS, SEE TABLE)		
MBLY (FLAT BASE - -EE, 2×AS-25-L-BNK)	NGK-L□CKE CAT.#: HV-604	
FOR AL CONDUCTOR 1351.5MCM DOOLBS)	HUBBELL HAS252N	
CONDUCTOR 1351.5MCM ACSR	PLP AR-0146	
48 FIBERS DPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL TYPE (T.B.A.)
AL CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513	
(30,000LBS UTS)	HUBBELL SA22	
JR (UTS 25,000LBS)	HUBBELL YCS06	
TOR (UTS 30,000LBS)	HUBBELL YBC30	
0,000LBS>	HUBBELL AS35BNK	
L CONNECTOR (UTS 30,000LBS)	HUBBELL HYBC30	ALTERNATIVE OPTION
TAINLESS STEEL)	HUBBELL HBS150	
BOLT + 2×FLAT WASHER + NUT		
TS (STAINLESS STEEL)	HUBBELL HNS500	
R 1/2" BOLT (STAINLESS STEEL)	HUBBELL BW500	
BOLT (STAINLESS STEEL)	HUBBELL HFS500	
Cu.)		
Cu.)		
]D, 3/4″ DIA. 10′ LENGTH		T.B.A.
3/4" DIA. TO 2/0 STR. Cu.	HUBBELL C2030345	
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2	
RMINAL 90DEG. FOR #2 7STR. Cu.	HUBBELL BCL018BY90	
FOR 48 FIBERS DPGW (REF: AND ARMOR ROD, C/W HARDWARE INT (UTS 20,000LBS)	PLP 4700105	



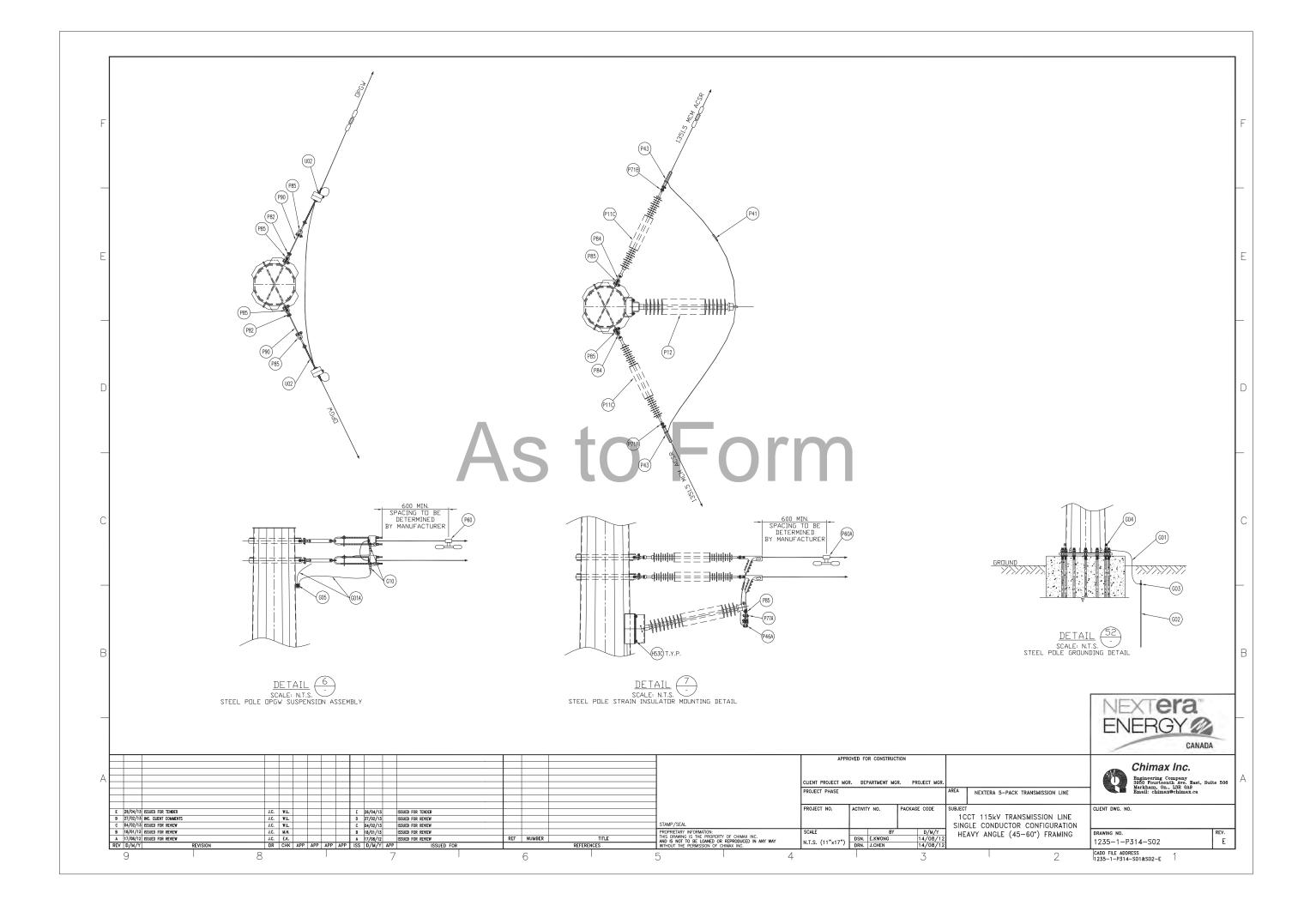
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	CANADA	
	Chimax Inc.	А
ERA 5-PACK TRANSMISSION LINE	Engineering Company 3850 Fourteenth Ave. East, Suite 506 Markham, On., 13R 0.89 Email: chimax@chimax.ca	
	CLIENT DWG. NO.	
5kV TRANSMISSION LINE ONDUCTOR CONFIGURATION		
NGLE (3 – 15°) FRAMING FOR FOUNDATION)	DRAWING NO. REV. 1235-1-P311-S02 E	
2	CADD FILE ADDRESS 1235-1-P311-S01&S02-E	

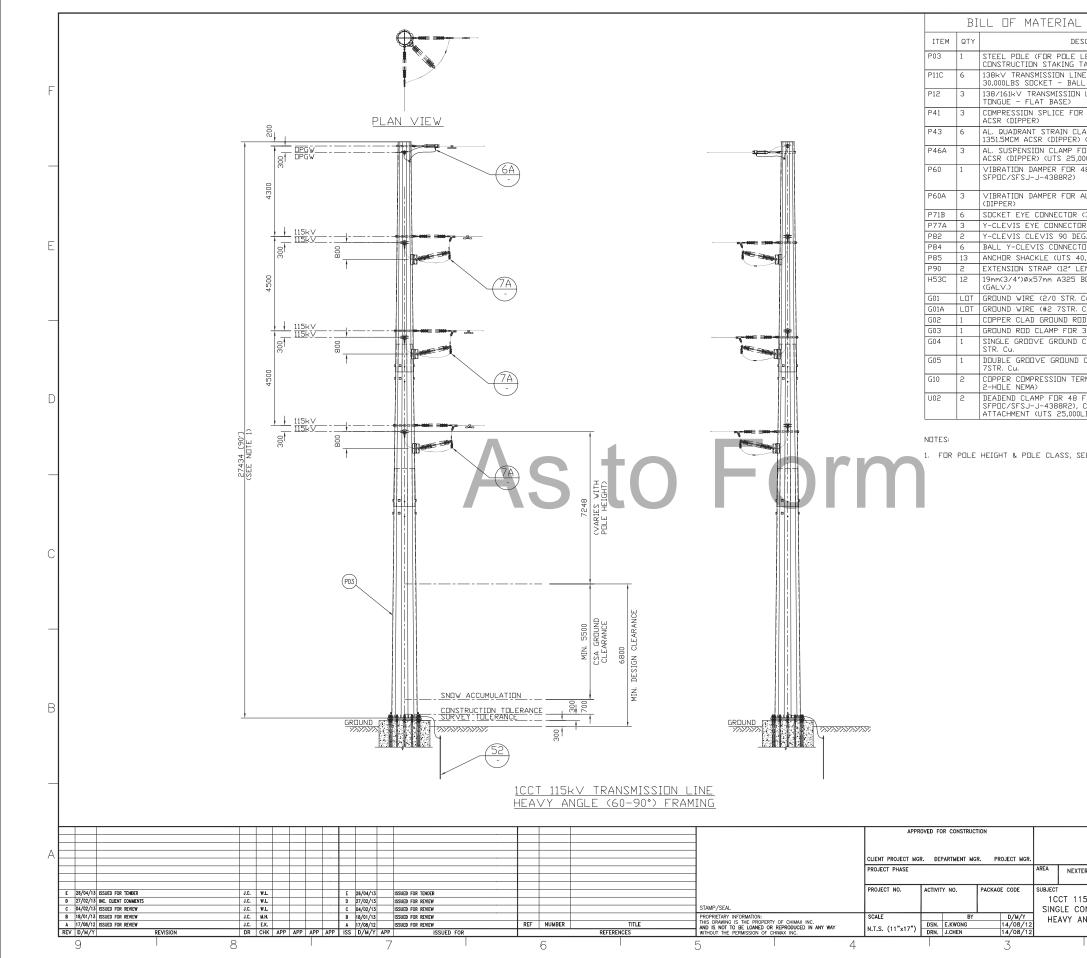


_ (QUANTITIES SHOWN	I FOR 1 ASSEM	1BLY)	
SCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE TABLE>			
NE SUSPENSION INSULATOR (SML BALL ENDS)	NGK-LOCKE PART #301-SC390-YJ		
FOR AL. CONDUCTOR 1351.5MCM 000LBS)	HUBBELL HAS252N		F
. CONDUCTOR 1351.5MCM ACSR	PLP AR-0146		
48 FIBERS DPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL TYPE (T.B.A.)	
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513		
TER (30,000LBS UTS)	HUBBELL SC301		1
(UTS 25,000LBS)	HUBBELL CA06		1
ECTER (UTS 30,000LBS)	HUBBELL YCC30		1
40,000LBS)	HUBBELL AS35BNK		1
(UTS 40,000LBS)	PLP YP-5909		1
DLBS)	HUBBELL YPD4018342-4		1
Cu.)			F
Cu.)			
DD, 3/4″ DIA. 10′ LENGTH		T.B.A.	
3/4″ DIA, TO 2/0 STR, Cu.	HUBBELL C2030345		
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
ERMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FOR 48 FIBERS DPGW (REF: AND ARMOR ROD, C/W HARDWARE ENT (UTS 40,000LBS)	PLP 4700205		F

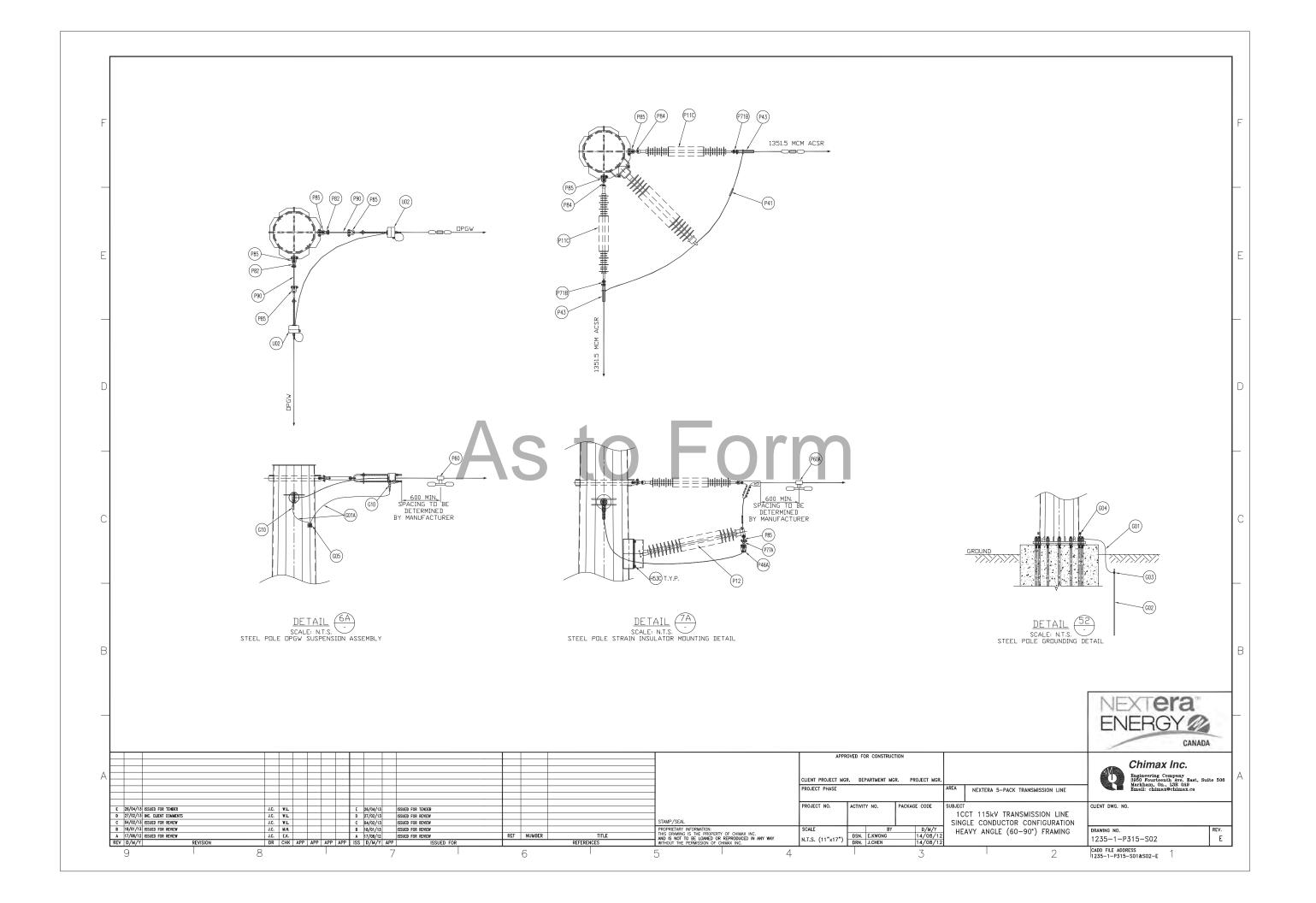


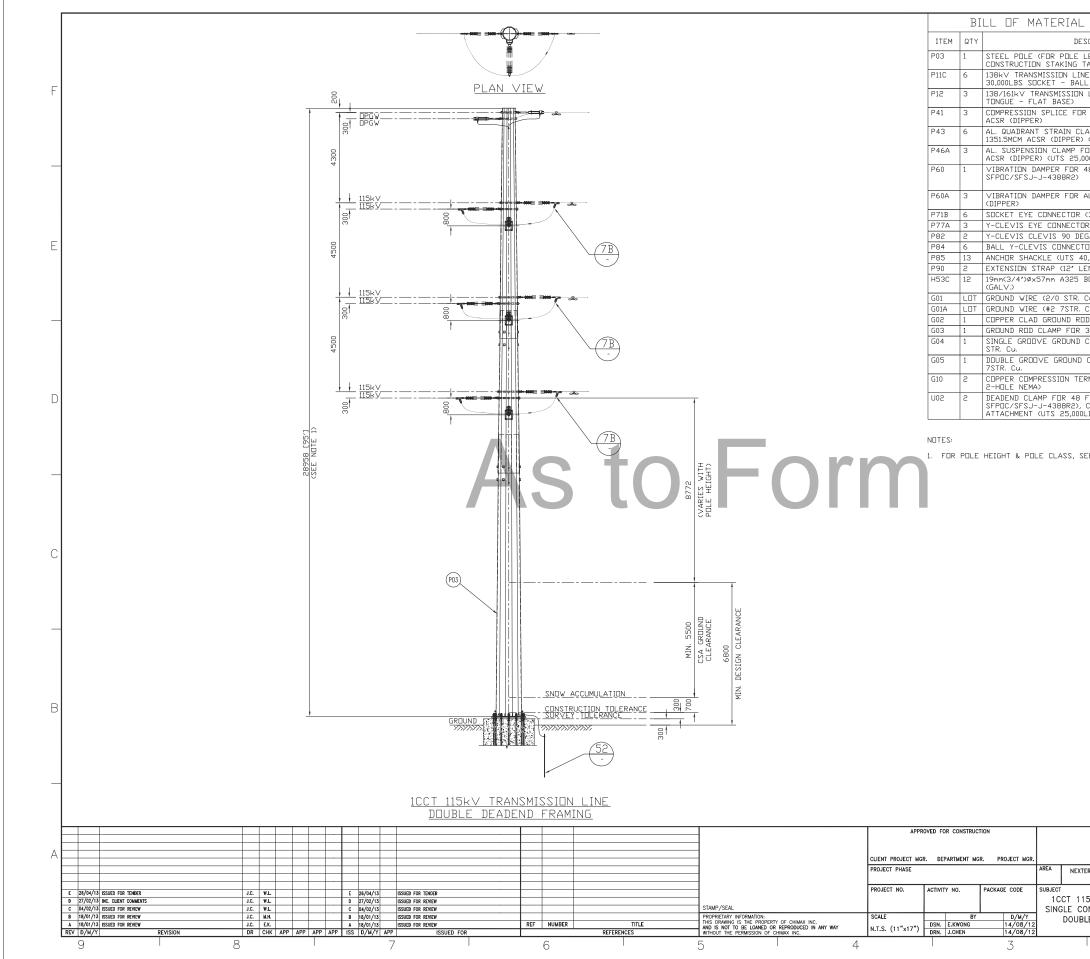
. (QUANTITIES SHOWI	N FOR 1 ASSEM	1BLY)	
SCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE	OR EQUIVALENT		
TABLE) IE SUSPENSION INSULATOR (SML	NGK-LOCKE		
L ENDS) LINE POST INSULATOR (DROP	PART #301-SC390-SJ NGK-LOCKE		F
R AL. CONDUCTOR 1351.5MCM	PART #L2-SN381-18 HUBBELL A151561		
AMP FOR AL CONDUCTOR (UTS 35,000LBS)	HUBBELL SD155N		
OR AL. CONDUCTOR 1351.5MCM	HUBBELL HAS162N		
48 FIBERS DPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL	
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513	TYPE (T.B.A.)	
(30,000LBS UTS) IR (UTS 30,000LBS)	HUBBELL SA1613 HUBBELL ©E©3410		
G. CONNECTOR (UTS 30,000LBS)	HUBBELL YCC3090		E
UR (UTS 30,000LBS)	HUBBELL YBC30 HUBBELL AS35BNK		
ENGTH, UTS 30,000LBS>	HUBBELL ES30781912		
BOLT + 2×FLAT WASHER + NUT			
Cu.) Cu.)			
D, 3/4" DIA. 10' LENGTH		T.B.A.	
3/4″ DIA. TO 2/0 STR. Cu. CLAMP FOR #4 SOL TO 4/0	HUBBELL C2030345 HUBBELL GC141AG2		
CLAMP FOR #2 7STR. Cu. & #2	HUBBELL GC143G1		
RMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FIBERS DPGW (REF: C/W HARDWARE FOR TERMINAL	PLP 2801309		D
C/W HARDWARE FOR TERMINAL LBS)			
			С
			В
	NEXT <b>E</b>	CANADA	
ERA 5-PACK TRANSMISSION LINE	Chimax Sigo Pointeent Markham, On., Email: chimax	Inc. ppany Are. Bast, Suite 506 L3R 0A9 chimax.ca	А
5kV TRANSMISSION LINE ONDUCTOR CONFIGURATION NGLE (45-60°) FRAMING	DRAWING NO.	REV.	
	1235-1-P314-S01 CADD FILE ADDRESS		ł
	1235-1-P314-S01&S02-E	1	



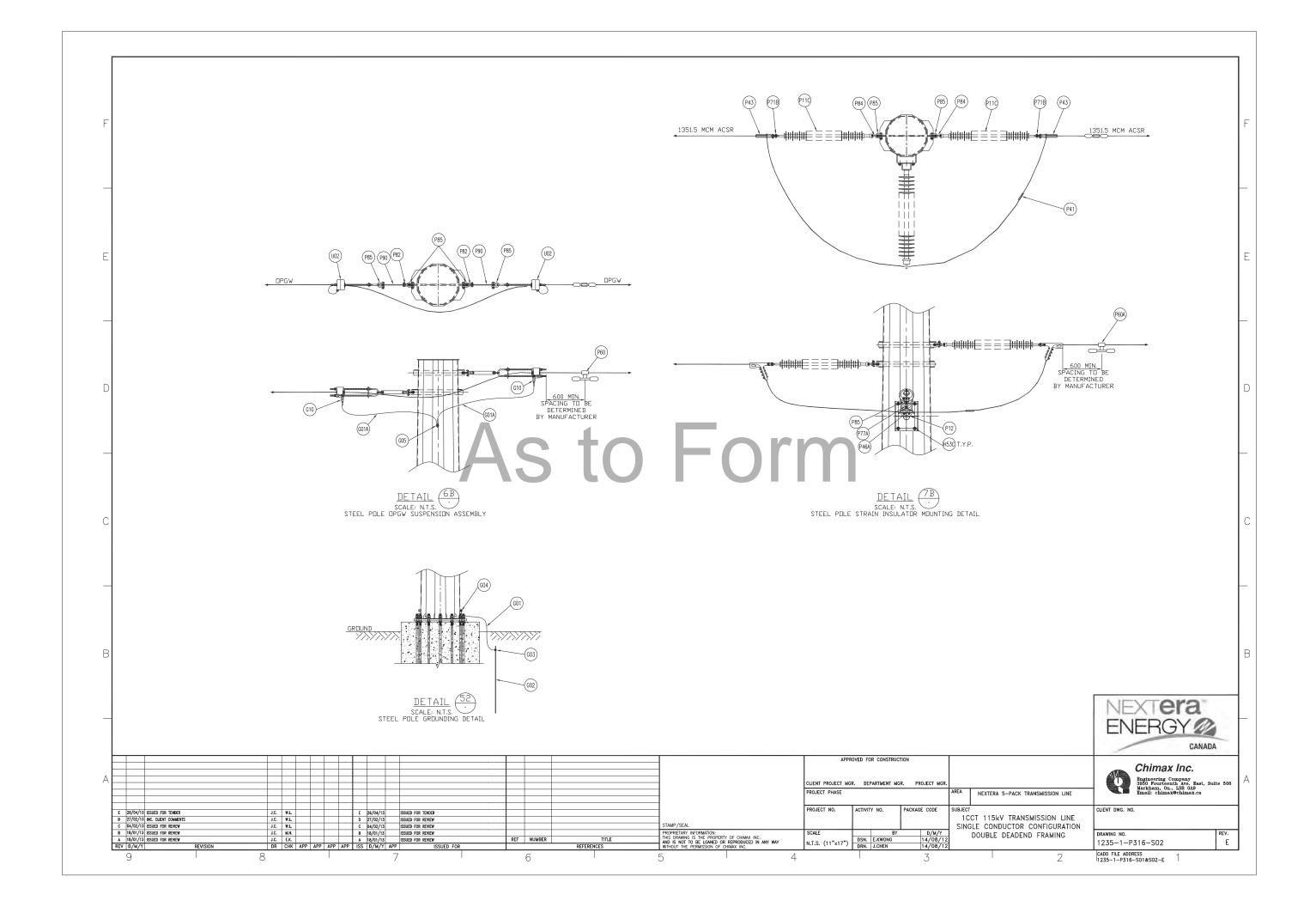


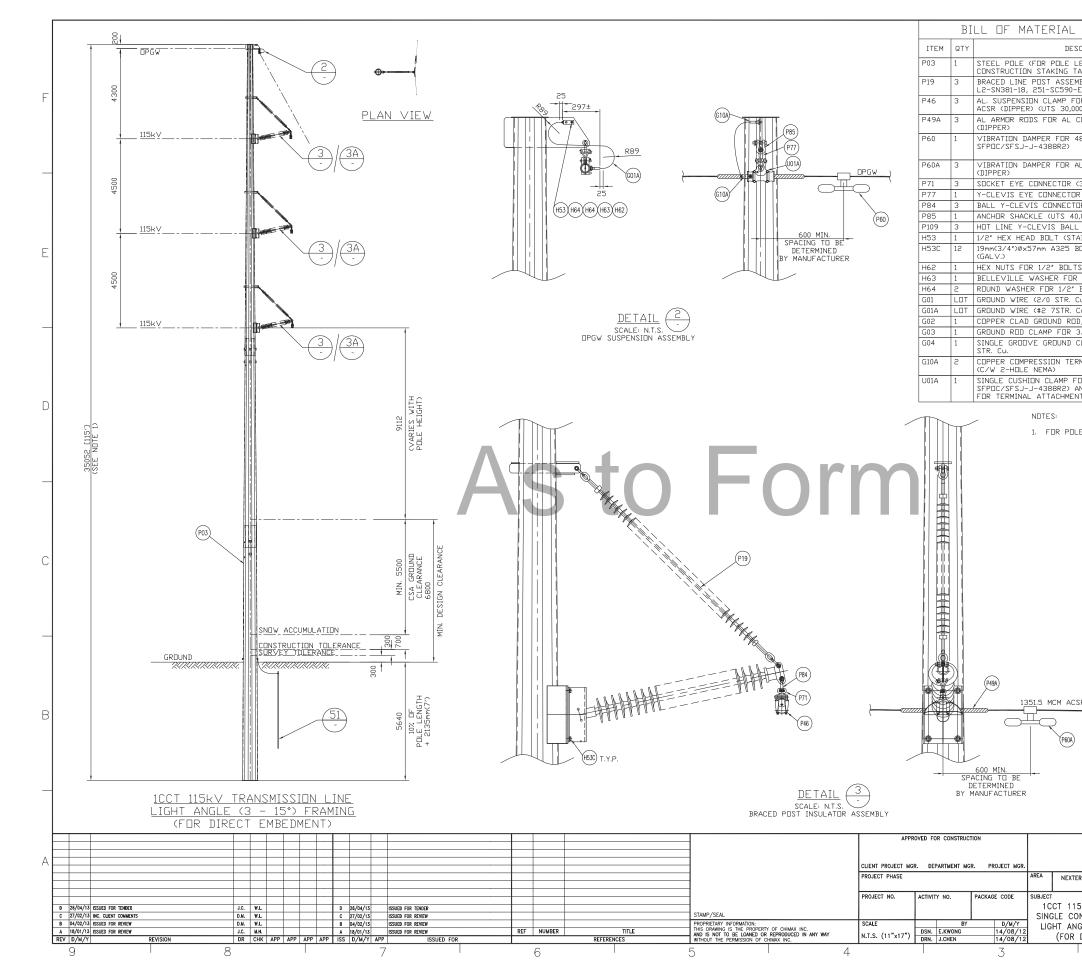
QUANTITIES SHOW	N FOR 1 ASSEM	1BLY)	
SCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE FABLE>			
E SUSPENSION INSULATOR (SML	NGK-LOCKE		
L ENDS) LINE POST INSULATOR (DROP	PART #301-SC390-SJ NGK-LOCKE		F
R AL. CONDUCTOR 1351.5MCM	PART #L2-SN381-18 HUBBELL A151561		
AMP FOR AL CONDUCTOR (UTS 35,000LBS)	HUBBELL SD155N		
OR AL. CONDUCTOR 1351.5MCM	HUBBELL HAS162N		
48 FIBERS OPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL	
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513	TYPE OR SPIRAL TYPE (T.B.A.)	
(30,000LBS UTS) R (UTS 30,000LBS)	HUBBELL SA1613 HUBBELL YCS11		
G. CONNECTOR (UTS 30,000LBS)	HUBBELL YCC3090		_
DR (UTS 30,000LBS)	HUBBELL YBC30		E
0,000LBS) ENGTH, UTS 30,000LBS)	HUBBELL AS35BNK HUBBELL ES30781912		
BOLT + 2×FLAT WASHER + NUT			
Cu.>			
Cu.)			
ID, 3/4" DIA. 10' LENGTH 3/4" DIA. TO 2/0 STR. Cu.	HUBBELL C2030345	T.B.A.	F
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
CLAMP FOR #2 7STR. Cu. & #2	HUBBELL GC143G1		
RMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FIBERS OPGW (REF: C/W HARDWARE FOR TERMINAL	PLP 2801309		D
C/W HARDWARE FOR TERMINAL LBS)			
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	NEXT <b>E</b>		
ERA 5-PACK TRANSMISSION LINE	Chimax Brgineering Con 3950 Fourteent Markham, On., Email: chimax	Inc. npany 1 Ave. East, Suite 506 13R 0A9 chimax.ca	А
5kV TRANSMISSION LINE ONDUCTOR CONFIGURATION NGLE (60-90°) FRAMING	DRAWING NO. 1235-1-P315-S01	rev. E	
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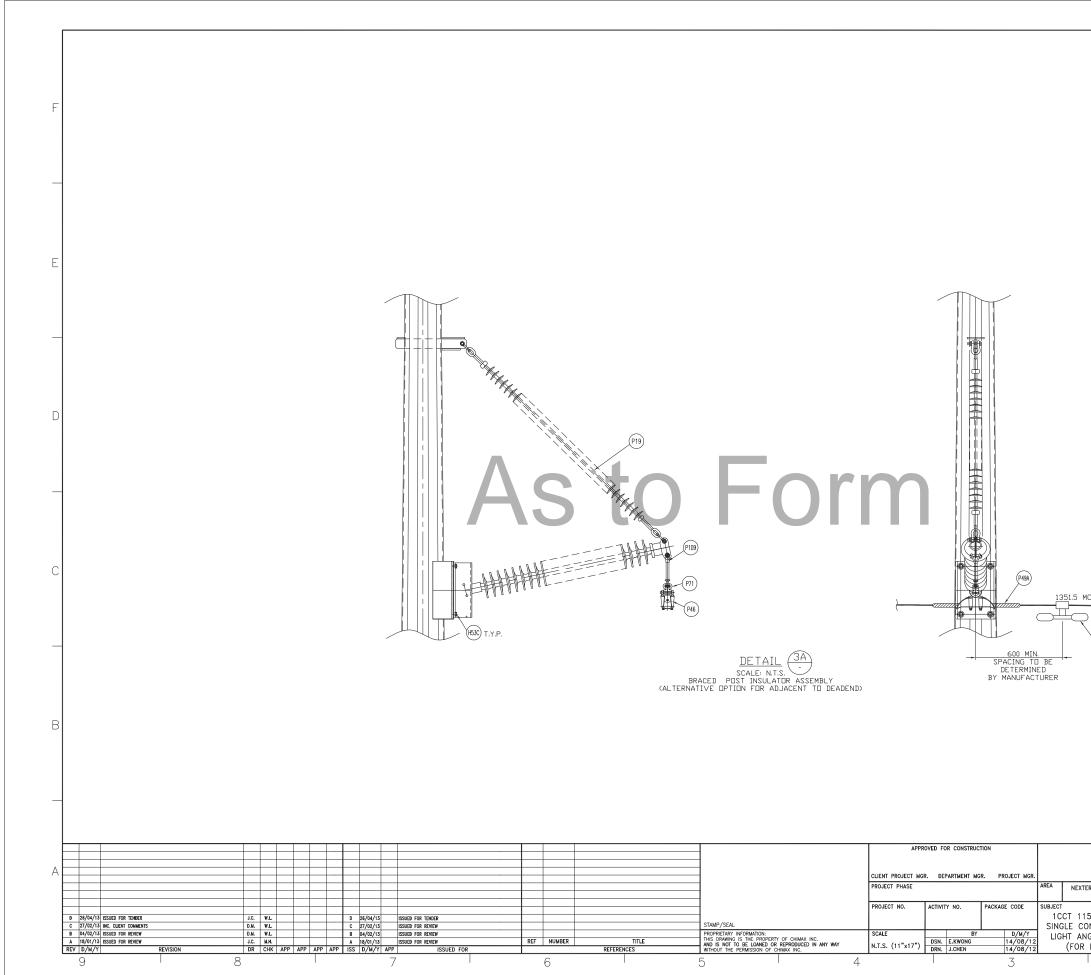


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SCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE TABLE>	on Egonneen		
E SUSPENSION INSULATOR (SML	NGK-LOCKE		
L ENDS) LINE POST INSULATOR (DROP	PART #301-SC390-SJ		F
R AL. CONDUCTOR 1351.5MCM	PART #L2-SN381-18 HUBBELL A151561		
AMP FOR AL CONDUCTOR	HUBBELL SD155N		
(UTS 35,000LBS) OR AL. CONDUCTOR 1351.5MCM	HUBBELL HAS162N		
DOOLBS)	HODDEEL HASIGEN	OTROUDDIDGE	
48 FIBERS OPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL TYPE (T.B.A.)	
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513	TIPE (T.B.M.2	
(30,000LBS UTS)	HUBBELL SA1613		
R (UTS 30,000LBS) G. CONNECTOR (UTS 30,000LBS)	HUBBELL YCS11		
DR (UTS 30,000LBS)	HUBBELL YCC3090 HUBBELL YBC30		E
0,000LBS)	HUBBELL AS35BNK		
ENGTH, UTS 30,000LBS) BOLT + 2×FLAT WASHER + NUT	HUBBELL ES30781912		
Cu.>			
Cu.)			
ID, 3/4" DIA. 10' LENGTH 3/4" DIA. TO 2/0 STR. Cu.	HUBBELL C2030345	T.B.A.	
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
CLAMP FOR #2 7STR. Cu. & #2	HUBBELL GC143G1		
RMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FIBERS OPGW (REF: C/W HARDWARE FOR TERMINAL LBS)	PLP 2801309		D
CE CONSTRUCTION STAULING TAD	r.		
EE CONSTRUCTION STAKING TABL			
			С
			L
			В
Г			
	NEXTE	ra	
	ENERG	VM.	$\vdash$
	LINLING	1 2/2	
		CANADA	
	Chimax	Inc.	
			A
ERA 5-PACK TRANSMISSION LINE	Markham, On., Email: chimax®	npany A Ave. East, Suite 506 L3R 0A9 chimax.ca	
	LIENT DWG. NO.		
5kV TRANSMISSION LINE			
ONDUCTOR CONFIGURATION	RAWING NO.	REV.	
1	235-1-P316-S01	E	1
2	ADD FILE ADDRESS		

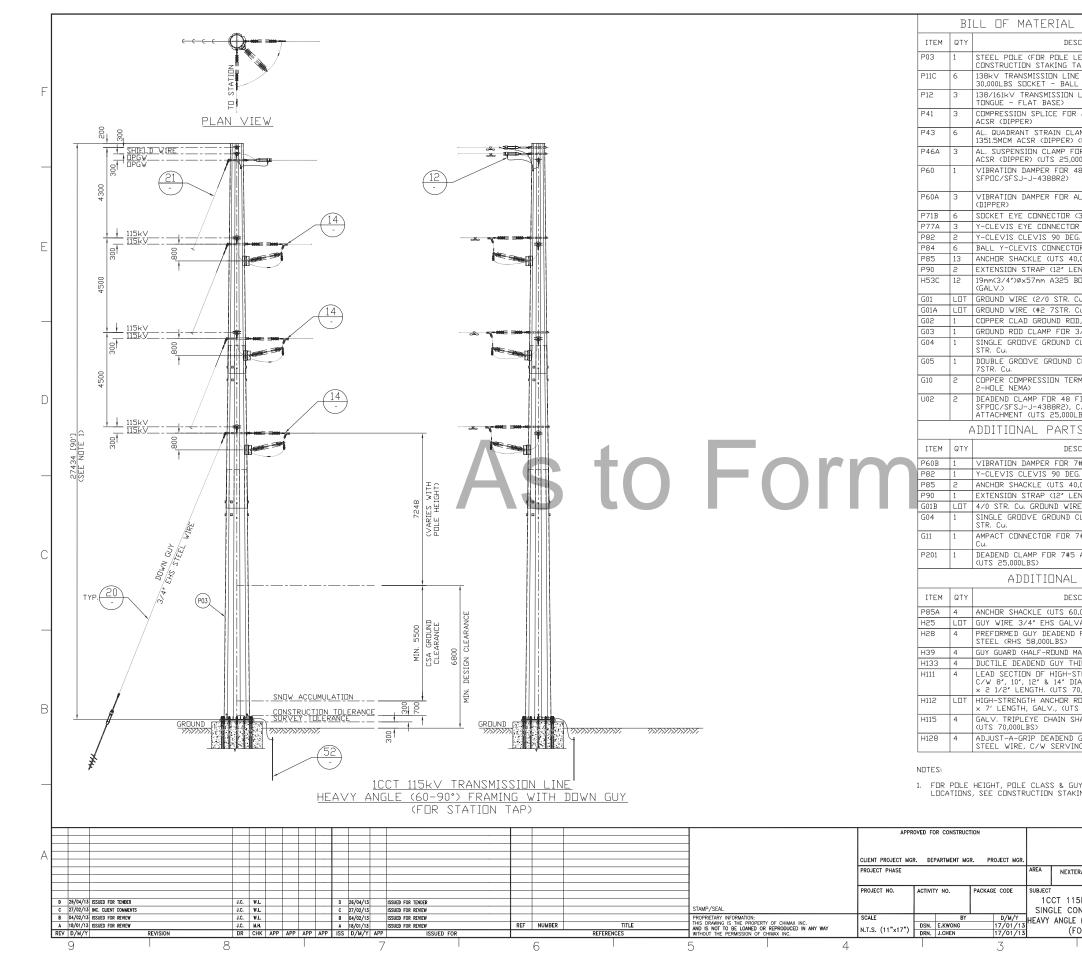




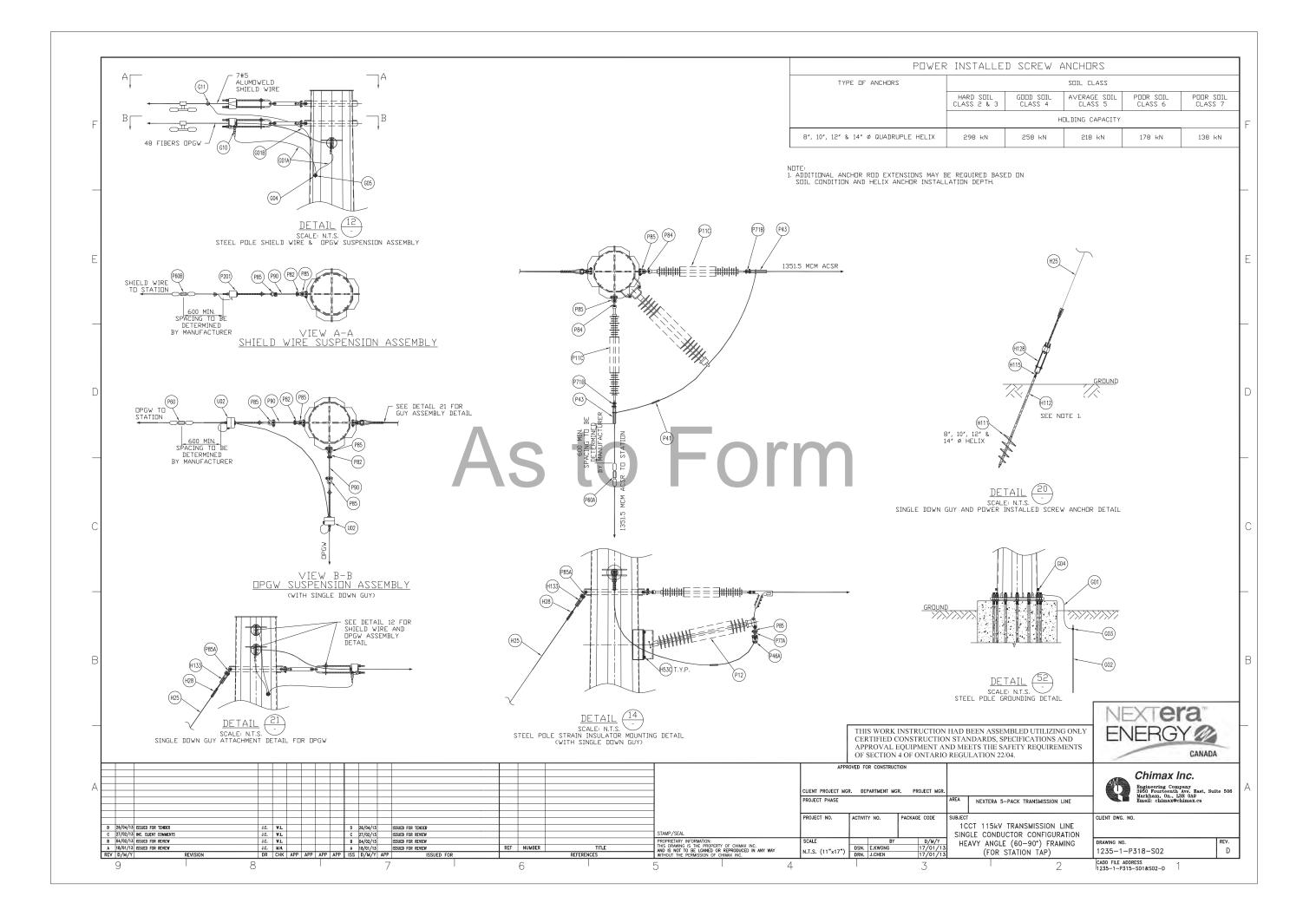
_ (QUANTITIES SHOWN	N FOR 1 ASSEM	1BLY)	
ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE	OR EQUIVALENT		
TABLE) EMBLY (FLAT BASE -	NGK-LOCKE		
)-EE, 2×AS-25-L-BNK) FOR AL CONDUCTOR 1351.5MCM	CAT.#: HV-604 HUBBELL HAS252N		F
000LBS> CONDUCTOR 1351.5MCM ACSR	PLP AR-0146		
48 FIBERS DPGW (REF)		STOCKBRIDGE	
		TYPE OR SPIRAL TYPE (T.B.A.)	
AL CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513		
(30,000LBS UTS)	HUBBELL SA22		
DR (UTS 25,000LBS) TDR (UTS 30,000LBS)	HUBBELL YCS06 HUBBELL YBC30		
40,000LBS)	HUBBELL AS35BNK		
LL CONNECTOR (UTS 30,000LBS) TAINLESS STEEL)	HUBBELL HYBC30 HUBBELL HBS150	ALTERNATIVE OPTION	
BOLT + 2×FLAT WASHER + NUT			Ε
TS (STAINLESS STEEL)	HUBBELL HNS500		
JR 1/2" BOLT (STAINLESS STEEL) " BOLT (STAINLESS STEEL)	HUBBELL BW500 HUBBELL HFS500		
Cu.)			
Cu.) DD, 3/4" DIA. 10' LENGTH		T.B.A.	
3/4" DIA. TO 2/0 STR. Cu. CLAMP FOR #4 SOL TO 4/0	HUBBELL C2030345 HUBBELL GC141AG2		
ERMINAL 90DEG. FOR #2 7STR. Cu			
FOR 48 FIBERS OPGW (REF: AND ARMOR ROD, C/W HARDWARE	PLP 4700105		
ENT (UTS 20,000LBS)			D
DLE HEIGHT & POLE CLASS, SEE	CONSTRUCTION STAKING	TABLE.	
		14)	
		(01)	
		601	
GROUND		/	
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		(603)	С
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			—
(	DETAIL 51		В
)	SCALE: N.T.S.		
STEE	L POLE GROUNDING DET	AIL	
Γ	NEYTO	ra	
	ENERG	Y ///	
		CANADA	
	0k!	Ine	
		Ave Bast Suite 506	Δ
TERA 5-PACK TRANSMISSION LINE	3950 Fourteenth Markham, On., Email: chimeve	L3R 0A9 chimax.ca	А
TERA 5-PACK TRANSMISSION LINE	Engineering Com 3950 Fourteenth Markham, O., Email: chimaxe	LAR 0A9 chimax.ca	А
	LIENT DWG. NO.	L3R 0A9 chimax.ca	А
15kV TRANSMISSION LINE CONDUCTOR CONFIGURATION		LaR 0.49	А
15kV TRANSMISSION LINE CONDUCTOR CONFIGURATION NGLE (3 – 15°) FRAMING R DIRECT EMBEDMENT) 1	lient dwg. no. rawing no. 235—1—P317—S01		A
15kV TRANSMISSION LINE CONDUCTOR CONFIGURATION INGLE (3 – 15°) FRAMING R DIRECT EMBEDMENT)	lient dwg. no. rawing no. 235-1-P317-S01	REV.	A

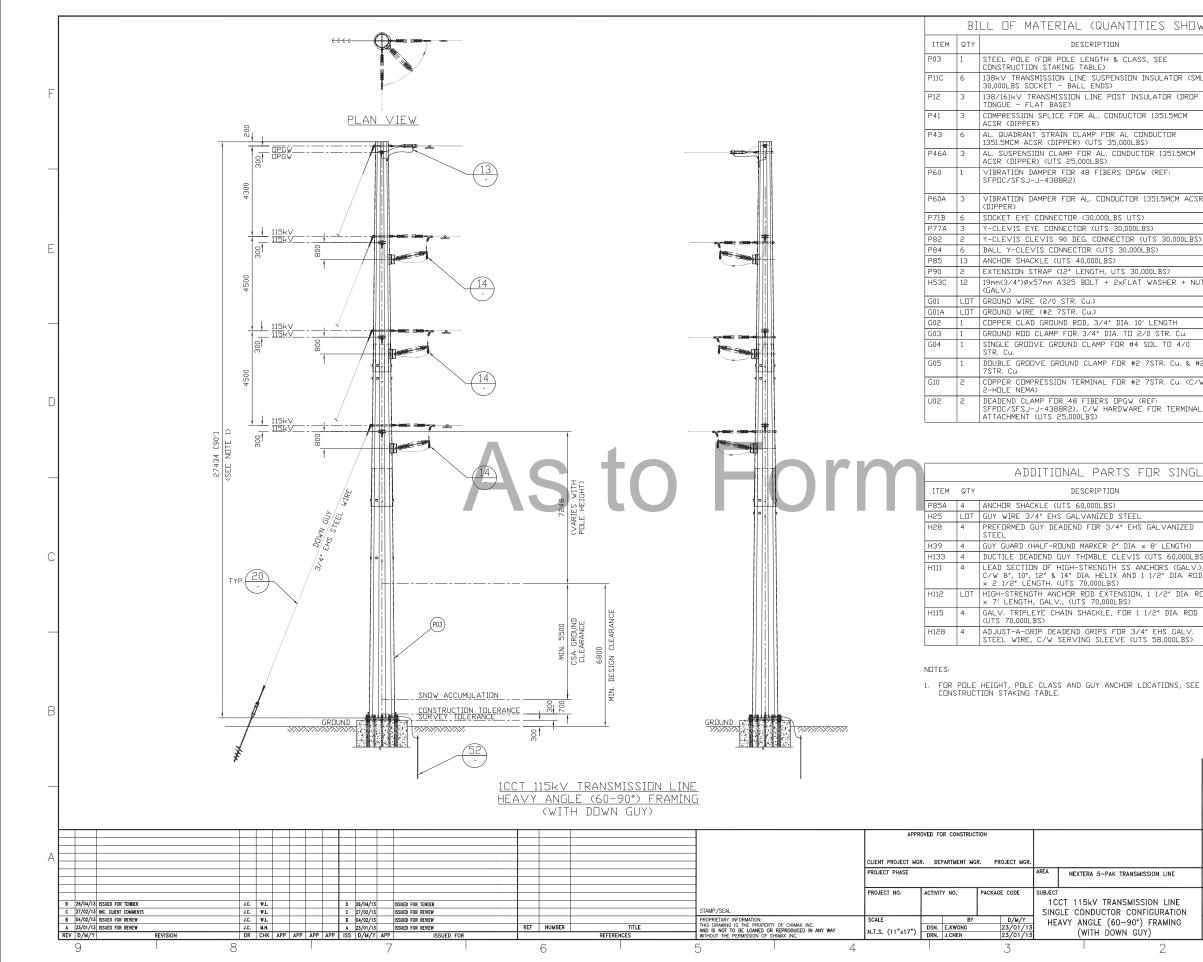


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		Ε
		D
		С
MCM ACSR		
(P60A)		
		_
		В
	NEXTera	
	ENERGY	_
	CANADA	
	Chimax Inc. Engineering Company 3850 Fourteenth Ave. Rest. Suite 506	А
TERA 5-PACK TRANSMISSION LINE	Engineering Company 3950 Fourteenth Ave. East, Suite 506 Markham, On., JSR 0A9 Email: chimax@chimax.ca	
15kV TRANSMISSION LINE	CLIENT DWG. NO.	
ONDUCTOR CONFIGURATION NGLE (3 – 15°) FRAMING	DRAWING NO. REV.	
R DIRECT EMBEDMENT)	1235-1-P317-S02 D	
2	CADD FILE ADDRESS 1235-1-P317-S01&S02-D	



_ (QUANTITIES SHOWI	N FOR 1 ASSEM	(BLY)	1
ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE TABLE>			1
NE SUSPENSION INSULATOR (SML LL ENDS)	NGK-LOCKE PART #301-SC390-SJ		
N LINE POST INSULATOR (DROP	NGK-LOCKE PART #L2-SN381-18		F
JR AL. CONDUCTOR 1351.5MCM	HUBBELL A151561		
LAMP FOR AL CONDUCTOR	HUBBELL SD155N		
> (UTS 35,000LBS) FOR AL. CONDUCTOR 1351.5MCM	HUBBELL HAS162N		
,000LBS) 48 FIBERS DPGW (REF:		STOCKBRIDGE	⊢
		TYPE OR SPIRAL TYPE (T.B.A.)	
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513		
(30,000LBS UTS) DR (UTS 30,000LBS)	HUBBELL SA1613 HUBBELL YCS11		
EG. CONNECTOR (UTS 30,000LBS)	HUBBELL YCC3090		F
TUR (UTS 30,000LBS) 40,000LBS)	HUBBELL YBC30 HUBBELL AS35BNK		
LENGTH, UTS 30,000LBS) BOLT + 2×FLAT WASHER + NUT	HUBBELL ES30781912		
Cu.) Cu.)			
DD, 3/4" DIA. 10' LENGTH 3/4" DIA. TO 2/0 STR. Cu.	HUBBELL C2030345	T.B.A.	F
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
) CLAMP FOR #2 7STR. Cu. & #2	HUBBELL GC143G1		
ERMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FIBERS DPGW (REF) , C/W HARDWARE FDR TERMINAL 0LBS)	PLP 2801309		D
TS FOR SHIELD WIRE	TAP TO STAT	ION	
ESCRIPTION	MANUFACTURER/NO	REMARKS	
7#5 ALUMDWELD SHIELD WIRE	OR EQUIVALENT HUBBELL 607051011		
EG. CONNECTOR (UTS 30,000LBS) 40,000LBS)	HUBBELL YCC3090 HUBBELL AS35BNK		╞
LENGTH, UTS 30,000LBS) IRE	HUBBELL ES30781912		
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
7#5 ALUMOWELD TO 4/0 STR.	AMP 600466		
5 ALUMOWELD SHIELD WIRE	PLP VG-18-3000		С
L PARTS FOR SINGLE	DOWN GUY		
ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
50,000LBS) LVANIZED STEEL	HUBBELL AS50BNK		
D FOR 3/4" EHS GALVANIZED	PLP BG-2112		╞
MARKER 2" DIA. x 8' LENGTH)	HUBBELL 96PBG-2Y	AS REQ'D	
THIMBLE CLEVIS (UTS 60,000LBS) STRENGTH SS ANCHORS (GALV.),	HUBBELL DDT12 HUBBELL T1100521		
DIA. HELIX AND 1 1/2" DIA. ROD 70,000LBS> ROD EXTENSION, 1 1/2" DIA. ROD		45 DE0/D	
SHACKLE, FOR 1 1/2" DIA. ROD		AS REQ'D	В
	HUBBELL C1100574		
D GRIPS FOR 3/4" EHS GALV. 'ING SLEEVE (UTS 58,000LBS)	HUBBELL 34GA18S		
Γ	NEXTE	ra	
GUY ANCHOR AKING TABLE.	ENERG	VO	F
	LINLING		
	/	CANADA	
	Chimax		
	Engineering Con 3950 Fourteenth Markham, On.,	npany 1 Ave. East, Suite 506 L3R 0A9 chimax.ca	A
(TERA 5-PACK TRANSMISSION LINE		UMMUAA.UA	
15kV TRANSMISSION LINE	LIENT DWG. NO.		
	DRAWING NO.	REV.	1
	1235-1-P318-S01 CADD FILE ADDRESS	1 D	I
	1235-1-P315-S01&S02-D	1	

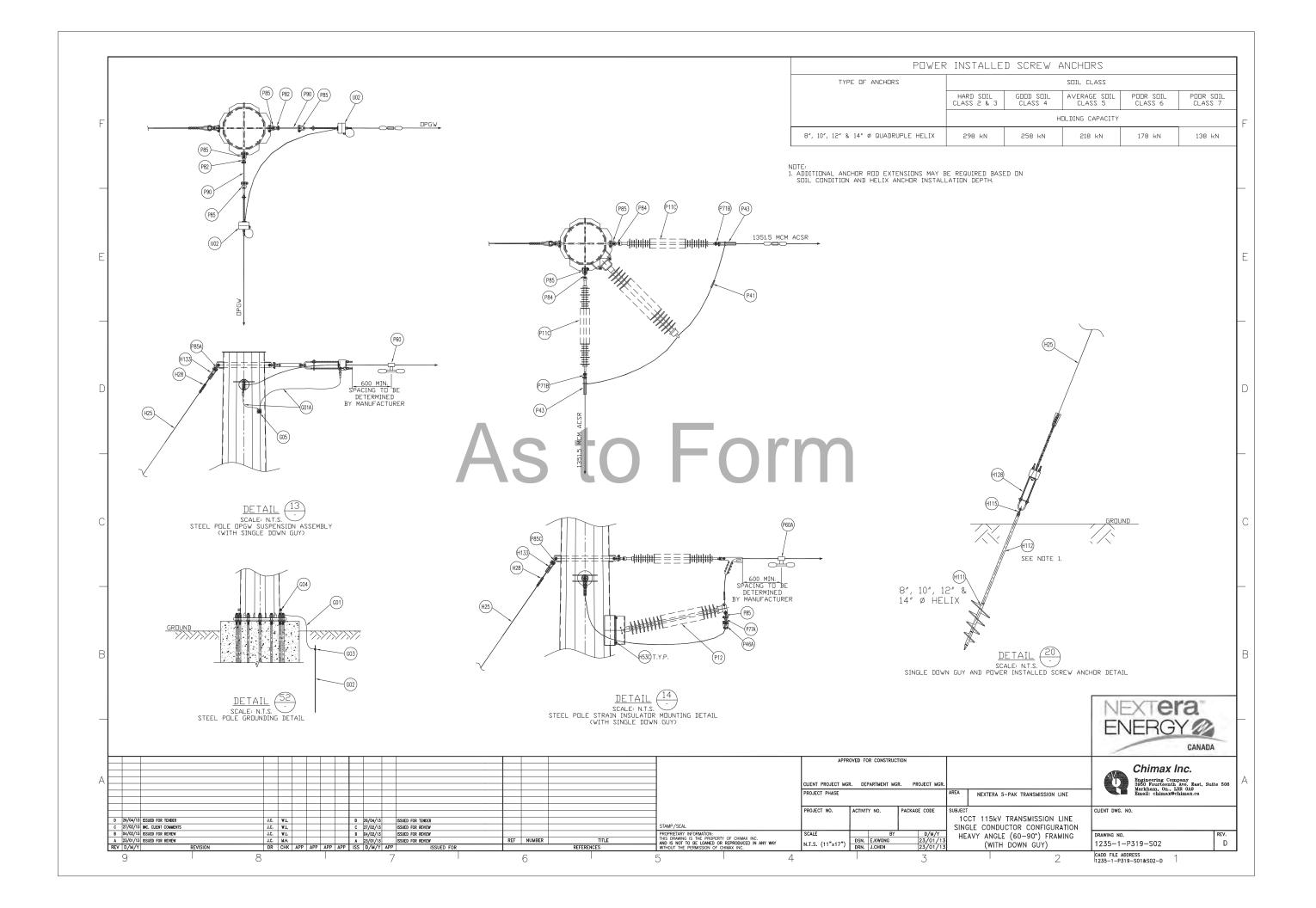




_ (QUANTITIES SHOWN	N FOR 1 ASSEM	1BLY)	
ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
LENGTH & CLASS, SEE TABLE>			
NE SUSPENSION INSULATOR (SML LL ENDS)	NGK-LOCKE PART #301-SC390-SJ		
N LINE POST INSULATOR (DROP	NGK-LOCKE PART #L2-SN381-18		F
JR AL. CONDUCTOR 1351.5MCM	HUBBELL A151561		
LAMP FOR AL CONDUCTOR ) (UTS 35,000LBS)	HUBBELL SD155N		
FOR AL. CONDUCTOR 1351.5MCM ,000LBS)	HUBBELL HAS162N		
48 FIBERS DPGW (REF:		STOCKBRIDGE TYPE OR SPIRAL TYPE (T.B.A.)	_
AL. CONDUCTOR 1351.5MCM ACSR	HUBBELL 6071513		
(30,000LBS UTS)	HUBBELL SA1613		
DR (UTS 30,000LBS)	HUBBELL YCS11		
EG. CONNECTOR (UTS 30,000LBS)	HUBBELL YCC3090		
TER (UTS 30,000LBS)	HUBBELL YBC30		E
40,000LBS)	HUBBELL AS35BNK		
LENGTH, UTS 30,000LBS>	HUBBELL ES30781912		
BOLT + 2×FLAT WASHER + NUT			
Cu.)			
Cu.)			
DD, 3/4" DIA. 10' LENGTH		T.B.A.	
3/4″ DIA. TO 2/0 STR. Cu.	HUBBELL C2030345		
CLAMP FOR #4 SOL TO 4/0	HUBBELL GC141AG2		
) CLAMP FOR #2 7STR. Cu. & #2	HUBBELL GC143G1		
ERMINAL FOR #2 7STR. Cu. (C/W	HUBBELL BCL018B		
FIBERS DPGW (REF: , C/W HARDWARE FDR TERMINAL 0LBS)	PLP 2801309		D
L PARTS FOR SINGLE	DOWN GUY		
ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	

ESCRIPTION	MANUFACTURER/NO OR EQUIVALENT	REMARKS	
50,000LBS)	HUBBELL AS50BNK		
_∨ANIZED STEEL			
D FOR 3/4" EHS GALVANIZED	PLP BG-2112		
MARKER 2" DIA. × 8' LENGTH)	HUBBELL 96PBG-2Y	AS REQ'D	
THIMBLE CLEVIS (UTS 60,000LBS)	HUBBELL DDT12		С
STRENGTH SS ANCHORS (GALV.), DIA. HELIX AND 1 1/2″ DIA. ROD 70,000LBS)	HUBBELL T1100521		
ROD EXTENSION, 1 1/2″ DIA. ROD TS 70,000LBS)	HUBBELL C1100389	AS REQ'D	
SHACKLE, FOR 1 1/2″ DIA. ROD	HUBBELL C1100574		
D GRIPS FOR 3/4" EHS GALV. ING SLEEVE (UTS 58,000LBS)	HUBBELL 34GA18S		

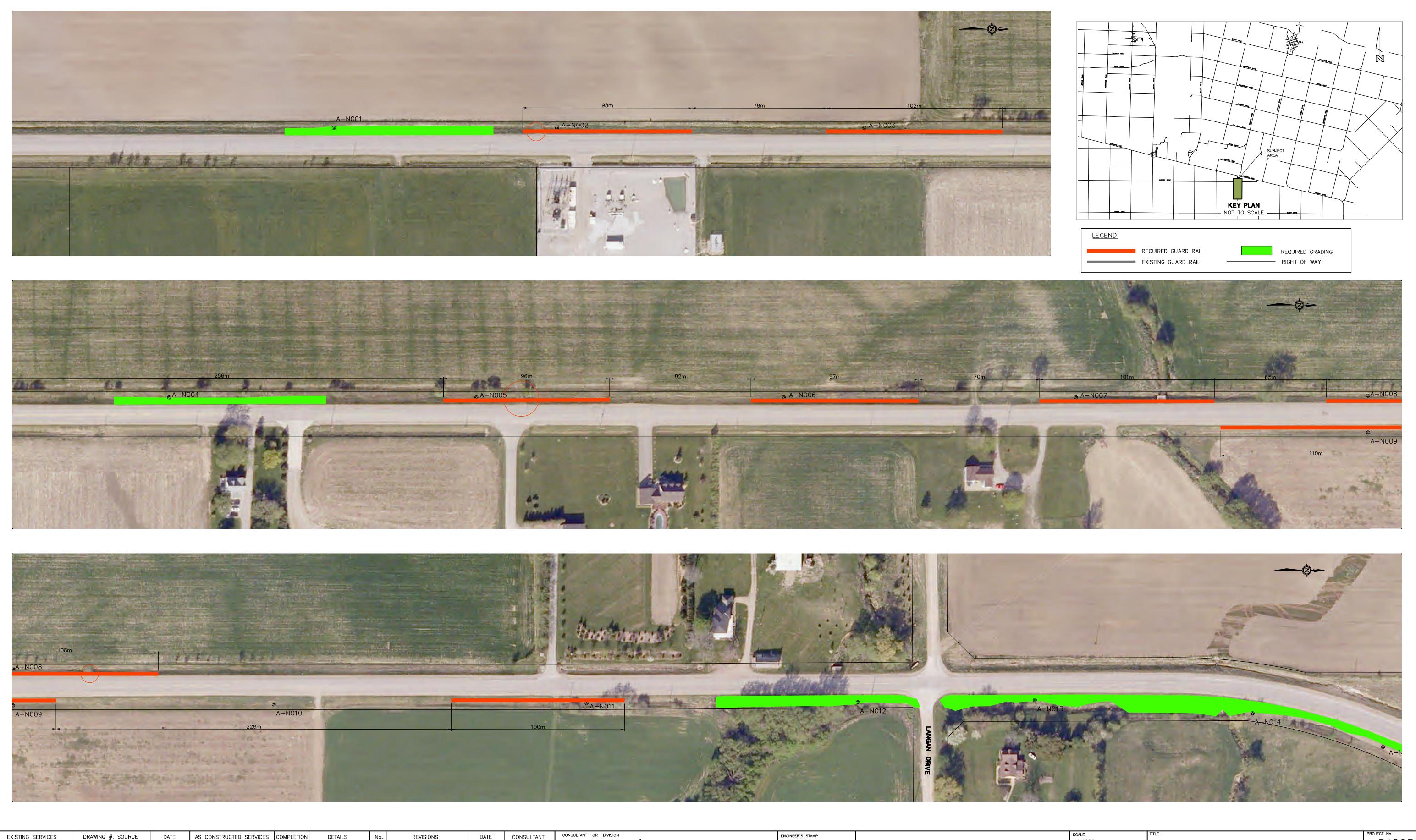
	ENERGY CANADA	
TERA 5–PAK TRANSMISSION LINE	Chimax Inc. Engineering Company 3860 Fourteenth Ave. East, Sui Markham, On. 138 OA9 Email: chimax@chimax.ca	te 506 A
5kV TRANSMISSION LINE ONDUCTOR CONFIGURATION NGLE (60-90*) FRAMING WITH DOWN GUY)	client dwg. no. Drawing no. 1235–1–P319–S01	rev. D
2	CADD FILE ADDRESS 1235-1-P319-S01&S02-D	



## Kerwood B4

Kerwood Transmission Pole Clear Zone Mitigation Map

## As to Form



EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	С
					DESIGN RWC	1	ISSUED FOR REVIEW	2013-08-30	
					DRAWN BY MWB				
					CHECKED RWC				ĺ –
					APPROVED RWC				
					DATE 2013-08-29				
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					ATLSite.dwg				
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**IBI Group** 203 - 350 Oxford Street West London ON N6H 1T3 Canada

ENGINEER'S STAMP

## tel 519 472 7328 fax 519 472 9354

NEXT ERA ENERGY

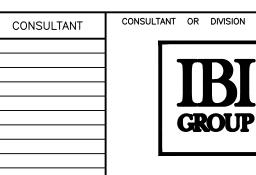
SCALE	ADELAIDE WIND ENERGY CENTRE	PROJECT No.
1:1000	MUNICIPALITY OF NORTH MIDDLESEX	34803
10 0 20m	ATLSITE - CLEARZONE SOL1 FROM STA 1+000 TO 2+000	







EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	
					DESIGN REM	1	ISSUED FOR REVIEW	2013-08-30	
					DRAWN BY MWB				
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					APPROVED RWC				
					DATE 2013-08-29				
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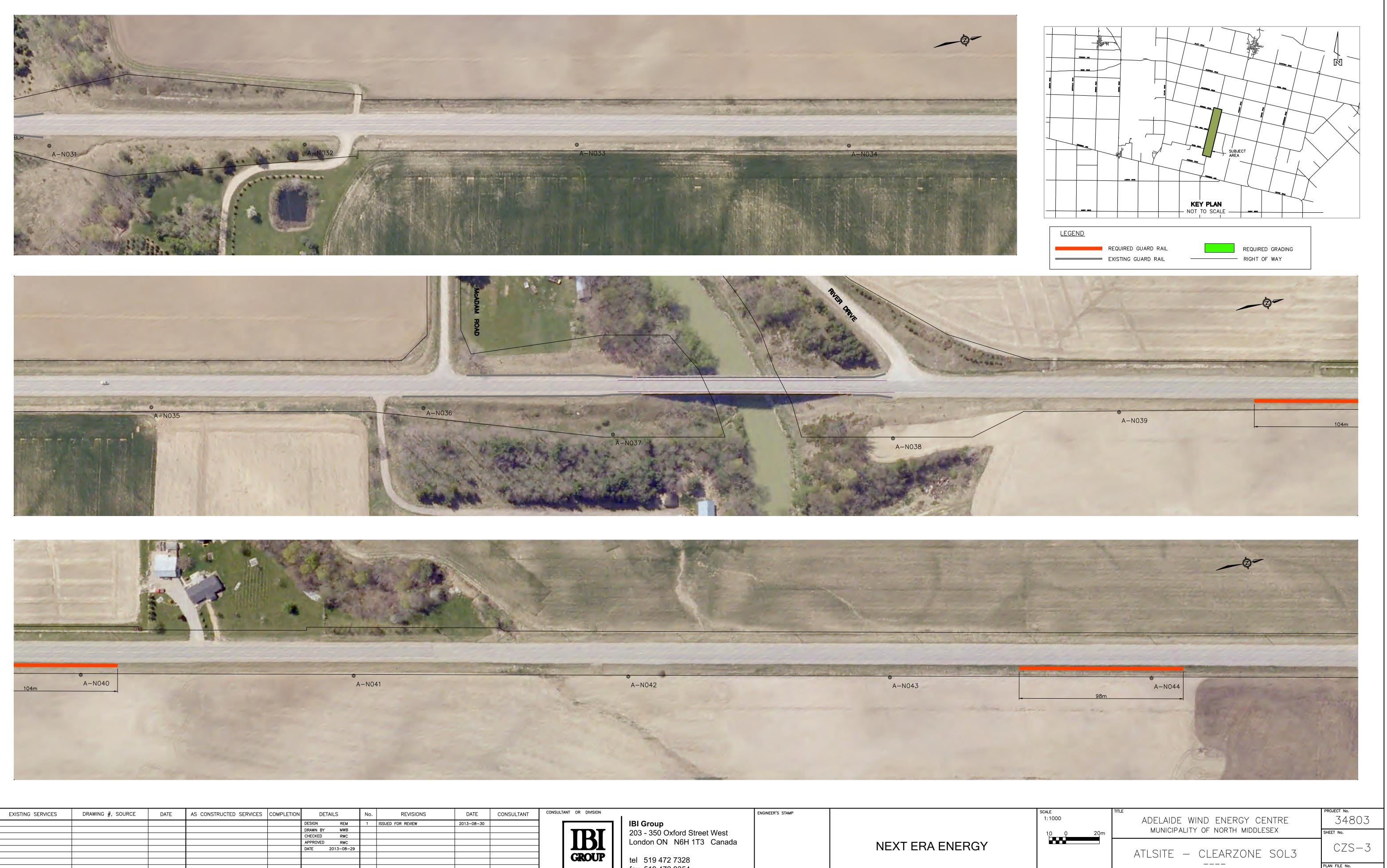


**IBI Group** 203 - 350 Oxford Street West London ON N6H 1T3 Canada ENGINEER'S STAMP

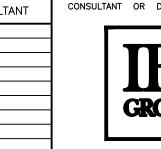
tel 519 472 7328 fax 519 472 9354 NEXT ERA ENERGY



1.1000	ADELAIDE WIND ENERGY CENTRE	34803
10 0 20m	MUNICIPALITY OF NORTH MIDDLESEX	SHEET No.
	ATLSITE – CLEARZONE SOL2	CZS-2
		PLAN FILE No.

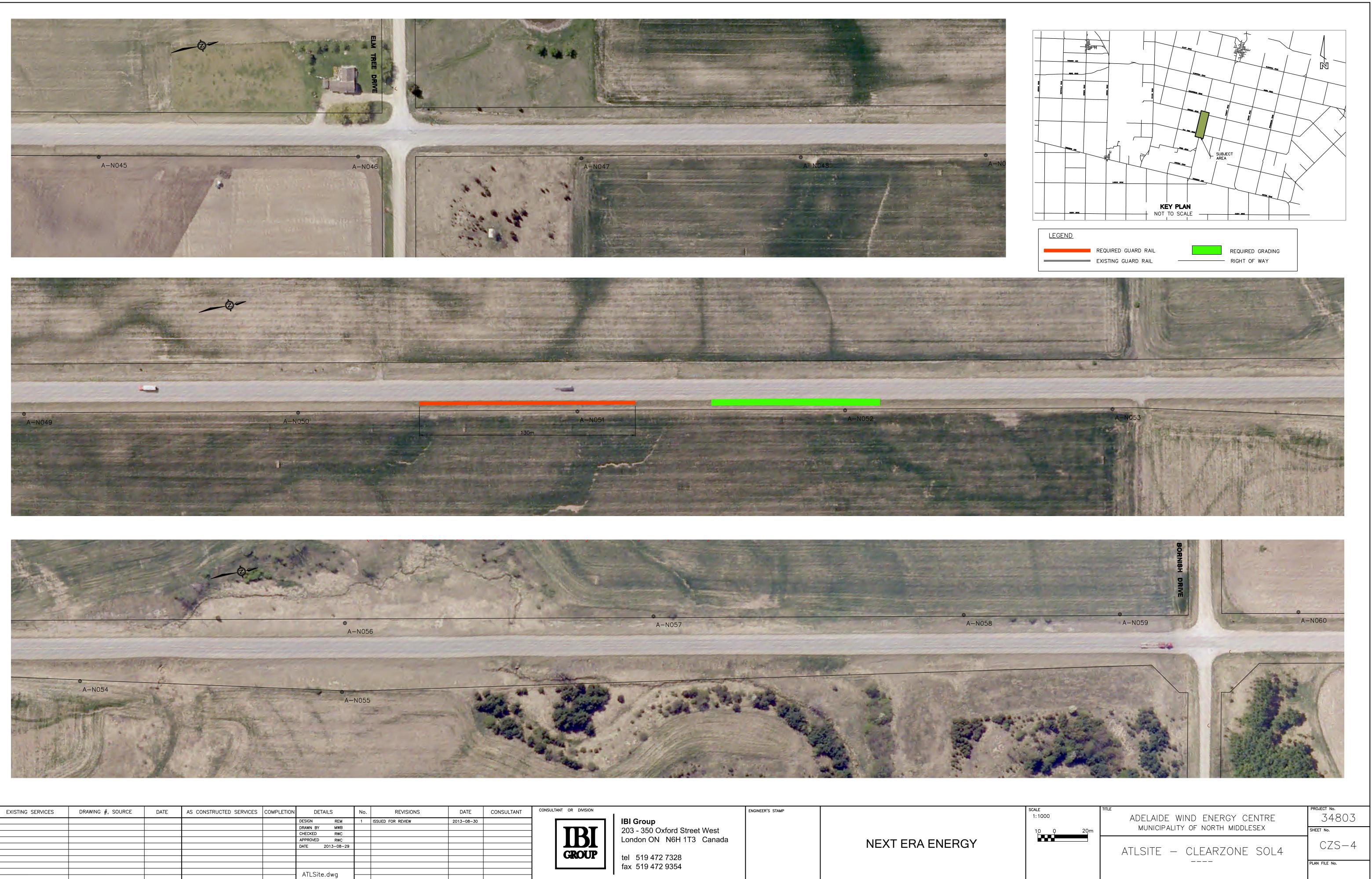


EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	C
					DESIGN REM	1	ISSUED FOR REVIEW	2013-08-30	
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					CHECKED RWC				
					APPROVED RWC				
					DATE 2013-08-29				
					ATI Site dwg				
					ATLSite.dwg				

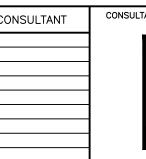


PLAN FILE No.

tel 519 472 7328 fax 519 472 9354

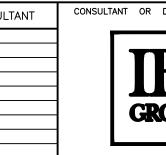


EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	(
				ľ	DESIGN REM	1	ISSUED FOR REVIEW	2013-08-30	
					DRAWN BY MWB				
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					APPROVED RWC				
					DATE 2013-08-29				
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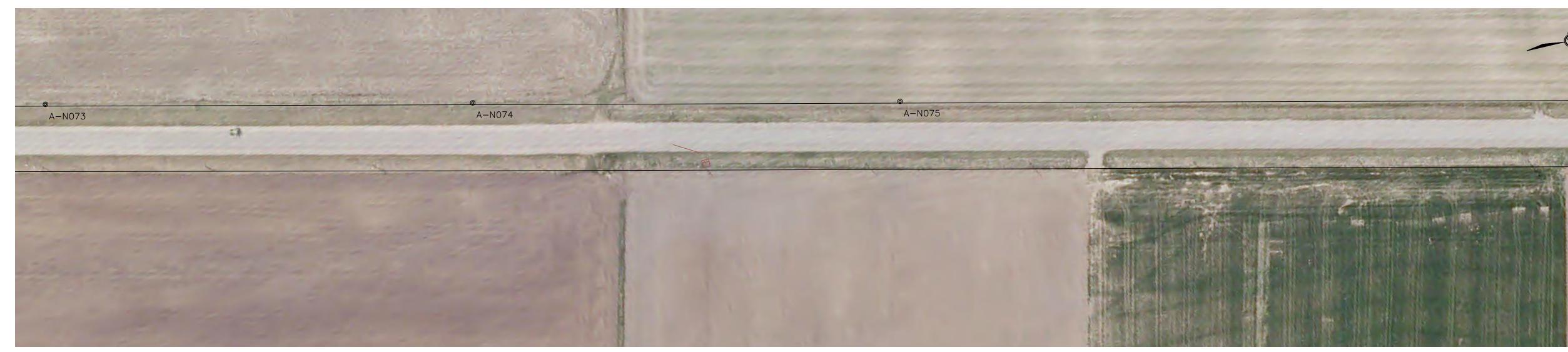


EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	C
					DESIGN REM	1	ISSUED FOR REVIEW	2013-08-30	
					DRAWN BY MWB				
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					DATE 2013-08-29				
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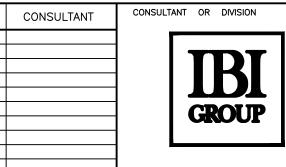


tel 519 472 7328 fax 519 472 9354

PLAN FILE No.



EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	
					DESIGN REM	1	ISSUED FOR REVIEW	2013-08-30	
					DRAWN BY MWB				
					CHECKED RWC				
					APPROVED RWC				
					DATE 2013-08-29				
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**IBI Group** 203 - 350 Oxford Street West London ON N6H 1T3 Canada

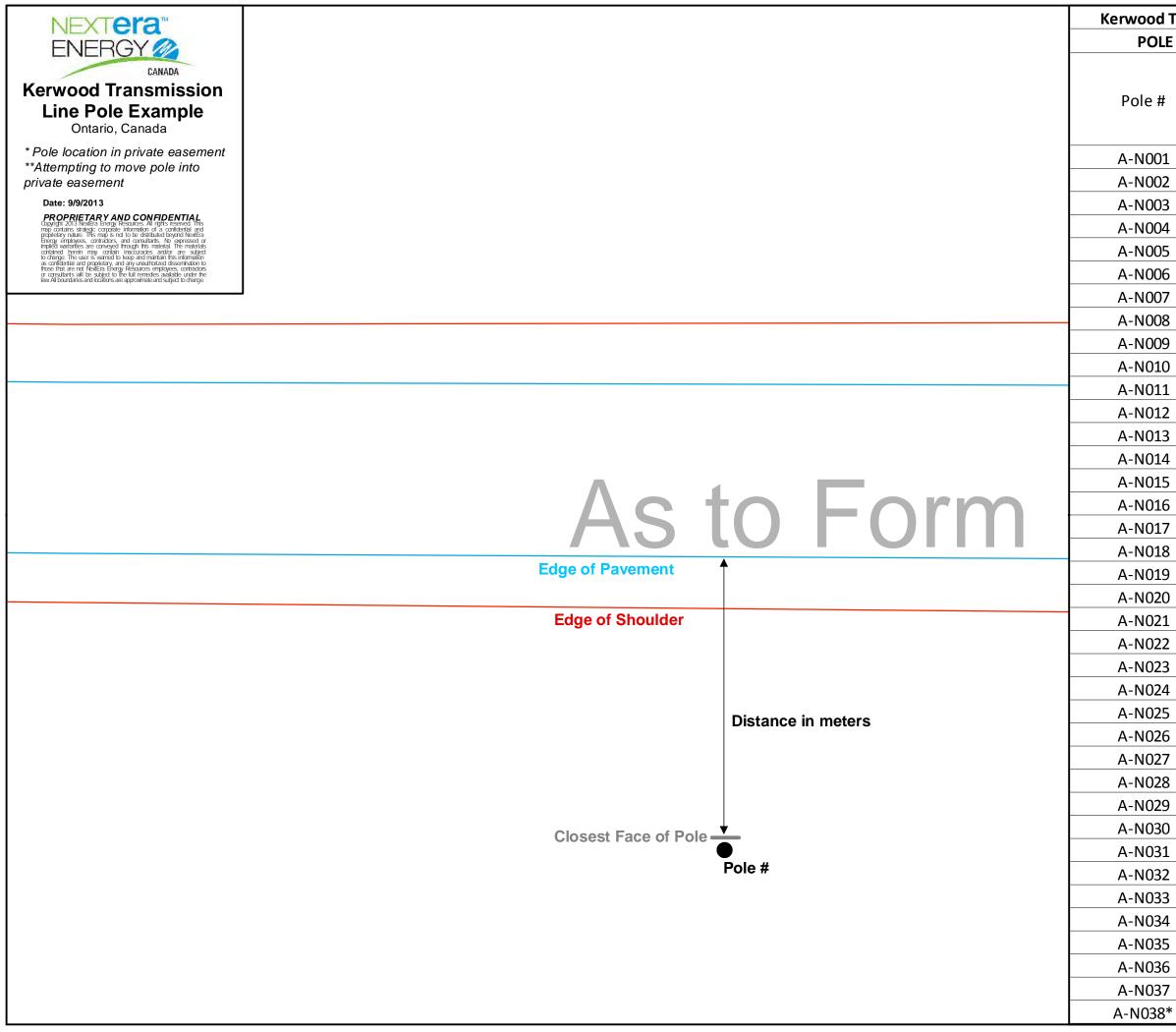
tel 519 472 7328 fax 519 472 9354 ENGINEER'S STAMP

NEXT ERA ENERGY



SCALE 1:1000	ADELAIDE WIND ENERGY CENTRE	project №. 34803
10 0 20m	MUNICIPALITY OF NORTH MIDDLESEX	SHEET No.
	ATLSITE – CLEARZONE SOL6	CZS-6
		PLAN FILE No.

Table re Kerwood Transmission PoleClearance from Pavement Edge



Transmission Line		Kerwood Transmission Line			
	TIONS	POLE LOCATIONS			
	Distance to Closest Pole	Pole #	Distance to Closest Pole		
	Face		Face		
	5.9	A-N039*	10.7		
	5.9	A-N040*	9.5		
	5.8	A-N041*	9.5		
	5.9	A-N042*	9.5		
	5.8	A-N043*	9.7		
	5.9	A-N044*	9.7		
	6.0	A-N045*	9.6		
	6.4	A-N046*	9.0		
	6.4	A-N047*	10.4		
	6.0	A-N048*	10.3		
	5.4	A-N049*	10.1		
	5.9	A-N050*	9.4		
	5.2	A-N051*	9.3		
	9.0	A-N052*	9.0		
	7.3	A-N053*	9.1		
	11.4	A-N054*	15.7		
	11.8	A-N055*	23.1		
	10.9	A-N056**	10.0		
	9.8	A-N057*	12.9		
	12.8	A-N058*	12.7		
	12.1	A-N059*	12.6		
	22.5	A-N060*	13.5		
	25.5	A-N061*	13.4		
	17.4	A-N062*	13.1		
	10.7 8.7	A-N063*	12.9		
	8.9	A-N064*	10.3		
	8.9	A-N065*	10.0		
	8.8	A-N066*	12.2		
	8.5	A-N067*	11.9		
	8.3	A-N068*	11.7		
	7.3	A-N069*	11.5		
	7.5	A-N070*	10.2		
	7.9	A-N071*	11.2		
	8.5	A-N072*	12.0		
	8.9	A-N073*	11.0		
	24.8	A-N074*	11.3		
:	26.8	A-N075*	11.4		

### **Kerwood Typical Culvert Cross-Section**

DESIGN

DATE

APPROVED

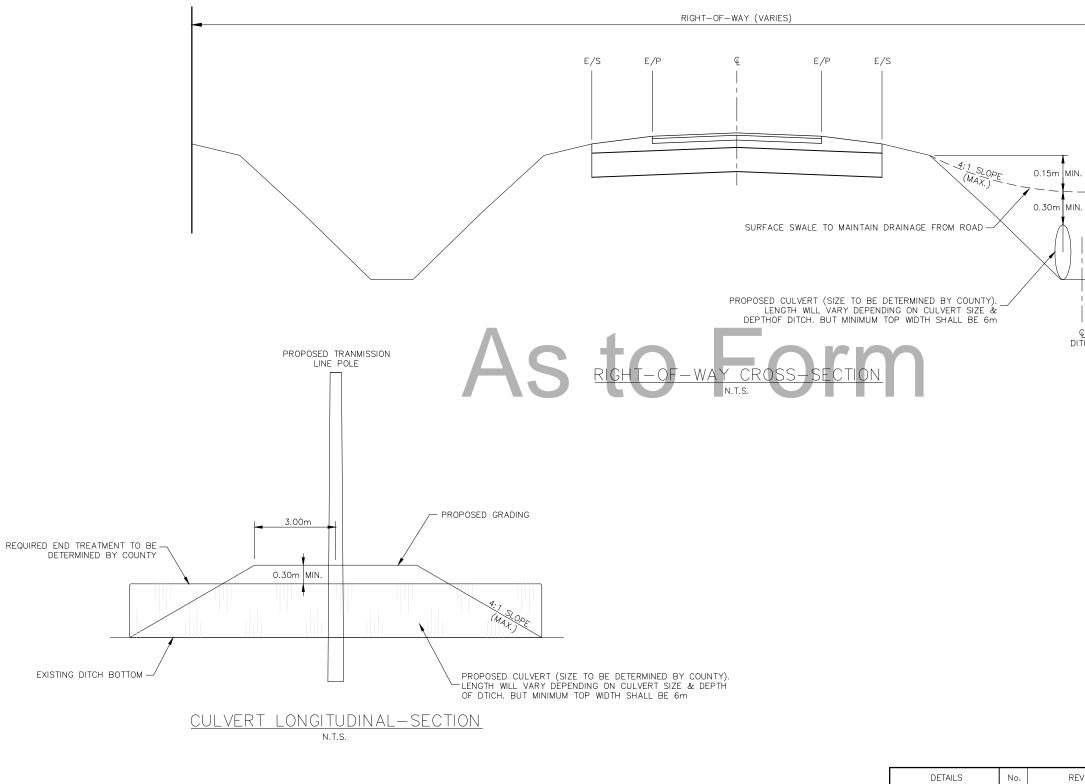
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RWC

RWC

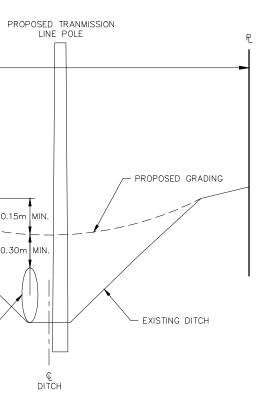
RWC

2013-08-09



34803-Clear_Z-Adelaide-Bornish\5.9 Drawings\Civil\current\Cross Sectio	n_Ditch-Pole.d
4803-Clear_Z-Adelaide-	Sectio
4803-Clear_Z-Adelaide-	Cross
4803-Clear_Z-Adelaide-	current
4803-Clear_Z-Adelaide-	Civil>
4803-Clear_Z-Adelaide-	Drawings
4803-Clear_Z-Adelaide-	5.9
4803-0	-Bornish
4803-0	-Adelaide
4803	
	03

P



		Engineer's stamp	SCALE	NOT TO SCALE
REVISIONS	DATE		BORNISH WINI MIDDLESEX COUNTY	O PROJECTS
ISSUED FOR NEXTERA REVIEW	2013-08-09	TRANSMISSION LINE PROPOSED CULVERT INSTALLATION AT POLE LOCATIONS		
		TYP-1.DWG	74803	sheet no. TYP—1

## Kerwood B7a

### **Kerwood T-line Construction Methods**

### Exhibit B7a

### **DESCRIPTION OF PROPOSED CONSTRUCTION**

### Support Structure Assembly and Erection

Support structure assembly will begin with auger drilling of a cylindrical shaft in the soil of appropriate diameter and depth to provide necessary support to the structure. For direct-embedded poles, the bottom section of the pole will be centered in this drilled shaft and the gap between the pole and the soil will be backfilled with crushed rock. For base-plated tubular steel poles, a steel reinforcing bar "cage" and an anchor bolt "cage" will be placed in the shaft and the shaft will be filled with concrete to create a sturdy concrete foundation for the structure. Once the concrete has cured to an acceptable strength, the remaining structure will be assembled and erected on top of this foundation.

Equipment required for construction will likely include a combination of cranes, trucks, and augers.

### **Conductor Stringing**

Once a series of support structures have been erected along the transmission line, the conductor stringing phase can begin. Specialized equipment will be attached to insulators that will properly support and protect the conductor during the pulling, tensioning, and sagging operations. Once the conductors and shield wire are in place, and tension and sag have been verified, suspension units are installed at each suspension point to maintain conductor position. Conductor stringing will continue until the transmission line construction is complete.

### Kerwood B7b

### **Kerwood Collection Construction Methods**

#### Exhibit B7b

Description of Collection Cable Installation

In general, wind farm collection power cable will be direct-buried in an open-cut trench at a typical depth below grade of 1 meter in accordance with governing codes and standards. A fiber optic cable for wind farm communication and control will normally be co-located with the power cables. Each excavated trench will be backfilled with compacted native and/or imported material to original grade. Typical equipment for this activity consists of trenchers, backhoes, skid-steer loaders, compactors, utility trucks, and cable reel deployment rigs.

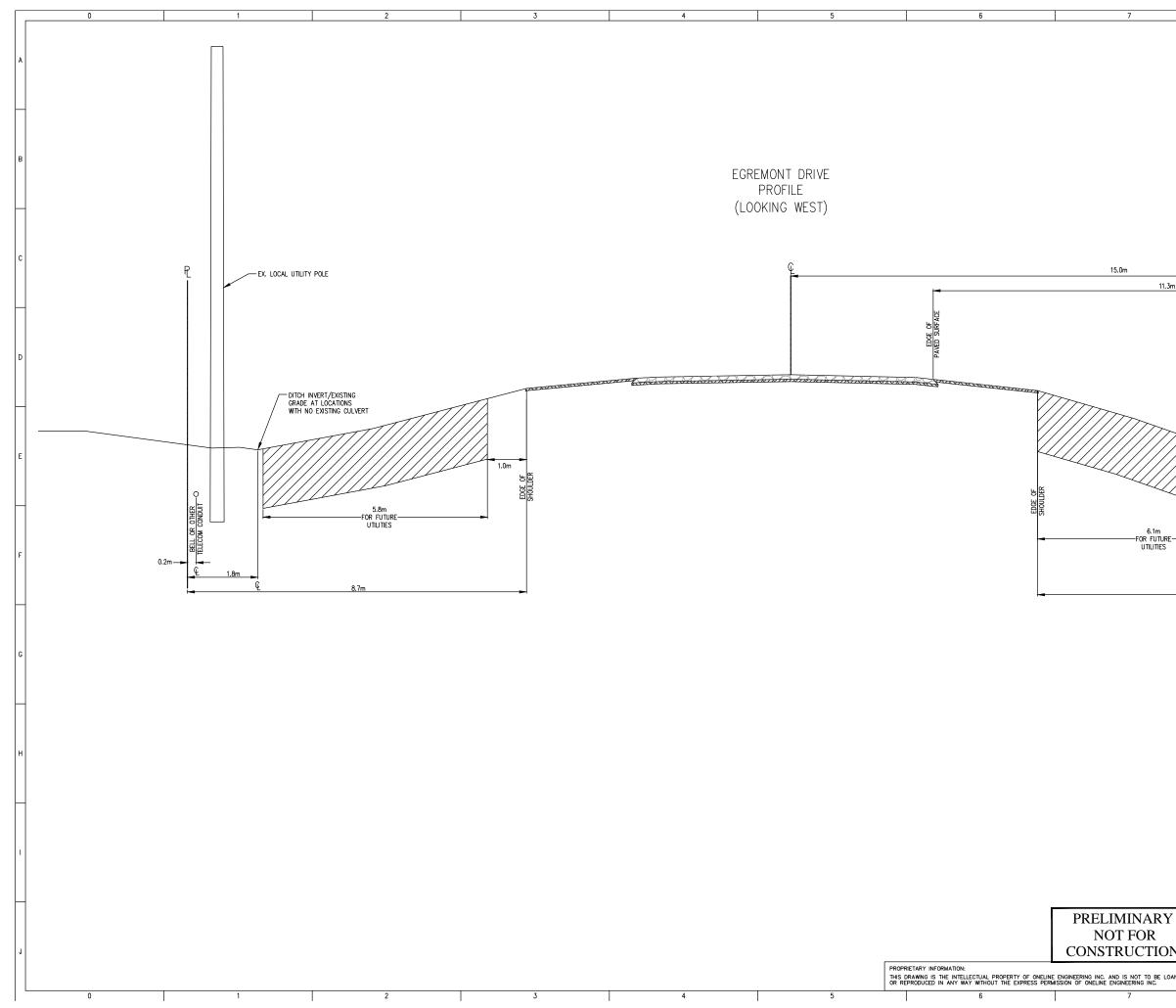
At times, it may be necessary to install power and fiber cables using directional drilling. In these instances, the power and fiber cables will by inside a polyethylene casing.

### **Kerwood Conductor Horizontal Clearances**

#### Exhibit B8

The horizontal cable clearance is defined for cable under conductor Blowout Wind condition as specified in C22.3 No.1 Section 5.2.7 & A5.2.7. The horizontal clearance requirements are specified in C22.3 No.1 Table 6 (Railroad), Table 9 (building, signs, fence, etc.), Table 10 (bridges) and Table 35 (flashover for tree pruning).

Kerwood Collection Longitudinal Cross-Sections



NOTES: TYPICAL OFFSET OF PROPOSED COLLECTOR TRENCH ALONG EGREMONT DRIVE TO BE AT 1.7m OFF PROPERTY LINE, EXCEPT WHERE GAS MAIN IS AT NON-STANDARD OFFSET. AT THE LATTER CONDITIONS, EDGE OF PROPOSED COLLECTOR TRENCH TO MAINTAIN 0.7m OFFSET FROM CENTERLINE OF GAS MAIN(ROADSIDE) AND/OR MAINTAIN PROPER CLEARANCES TO ALL OTHER UTILITIES OR OBSTRUCTIONS. 2. THIS DRAWING REPRESENTS A ROAD CROSS SECTION AT A SPECIFIC STATION ALONG EGREMONT DRIVE. IT IS NOT INTENDED TO REPRESENT THE PROFILE ALONG THE ENTIRE LENGTH OF THE ROAD, RATHER A SAMPLE SECTION TO DEMONSTRATE A TYPICAL TRENCH OFFSET. SEE NOTE 1. 2.8m 325mm .85 O GAS LINE O PROPOSED 1 COLLECTOR TRENCH Ċ 1.4m Ę 8.7m

11.3m

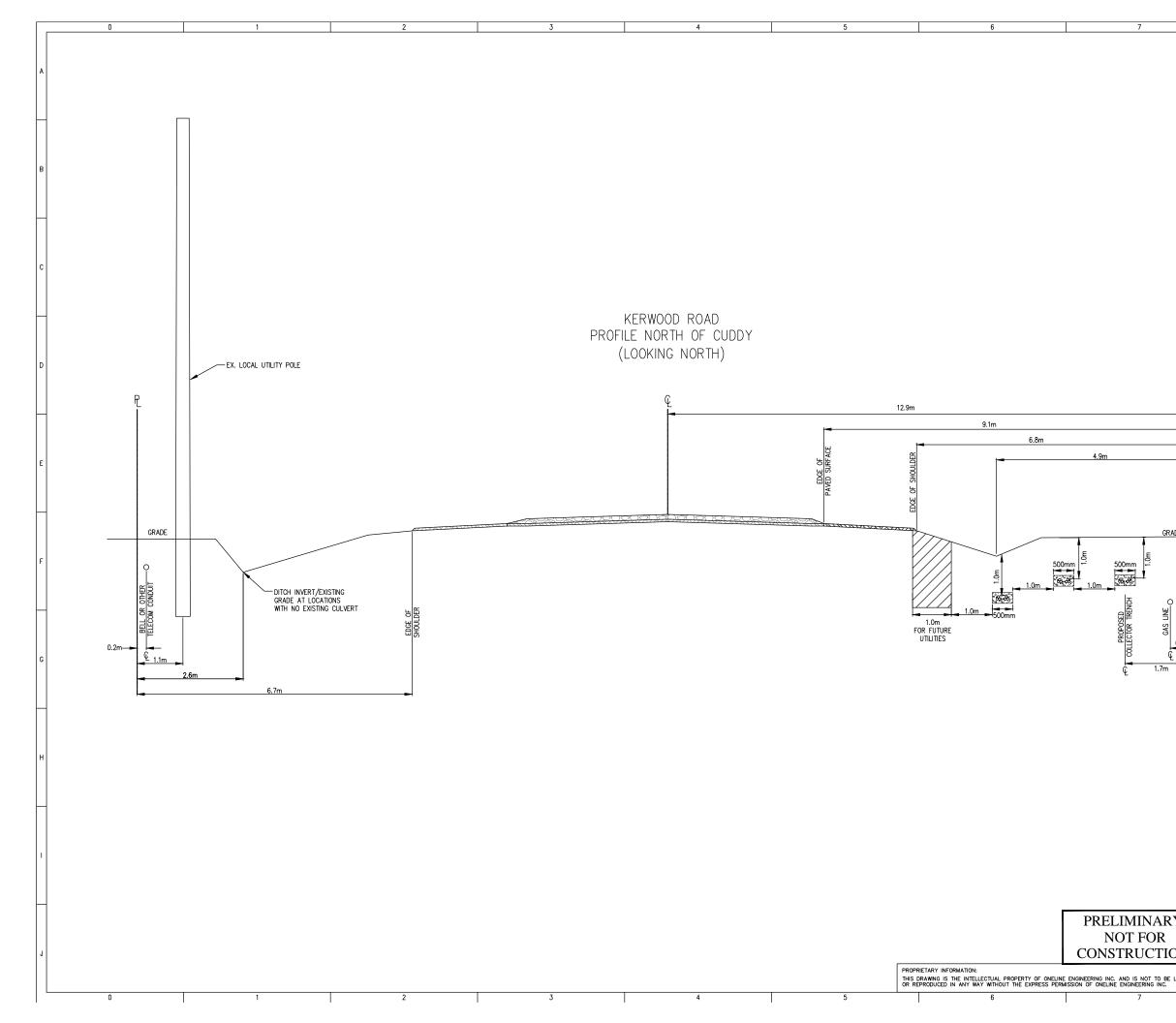
 
 C
 06/09/13
 REVISED TRENCH DETAILS

 B
 28/06/13
 REVISED NOTES
 KP

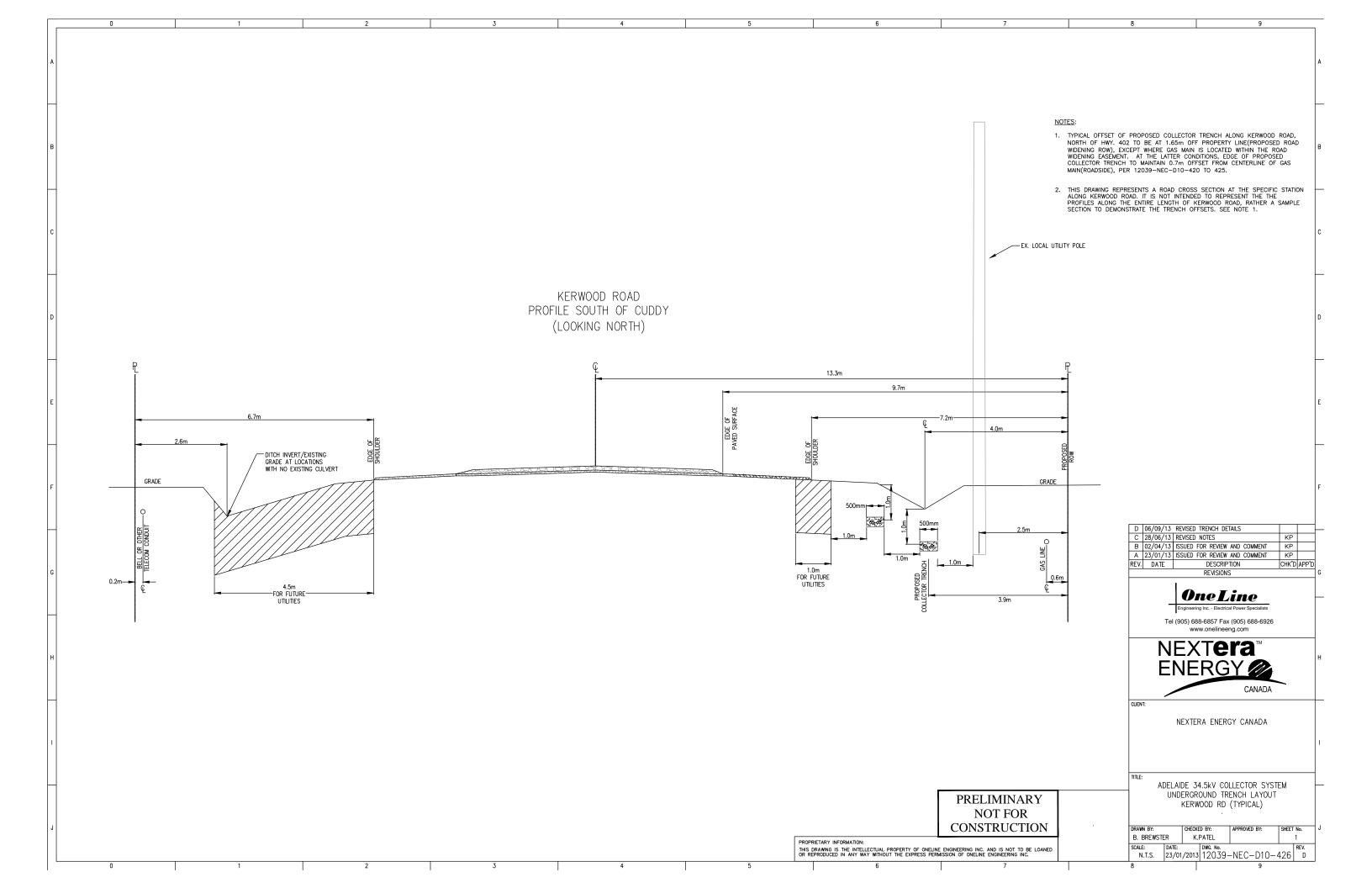
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 REV. DATE DESCRIPTION CHK'D APP'D REVISIONS

**One Line** Engineering Inc. - Electrical Power Specialist Tel (905) 688-6857 Fax (905) 688-6926 www.onelineeng.com NEXT**era** ENER<u>GY</u> CANADA CLIENT NEXTERA ENERGY CANADA TITLE: ADELAIDE 34.5kV COLLECTOR SYSTEM

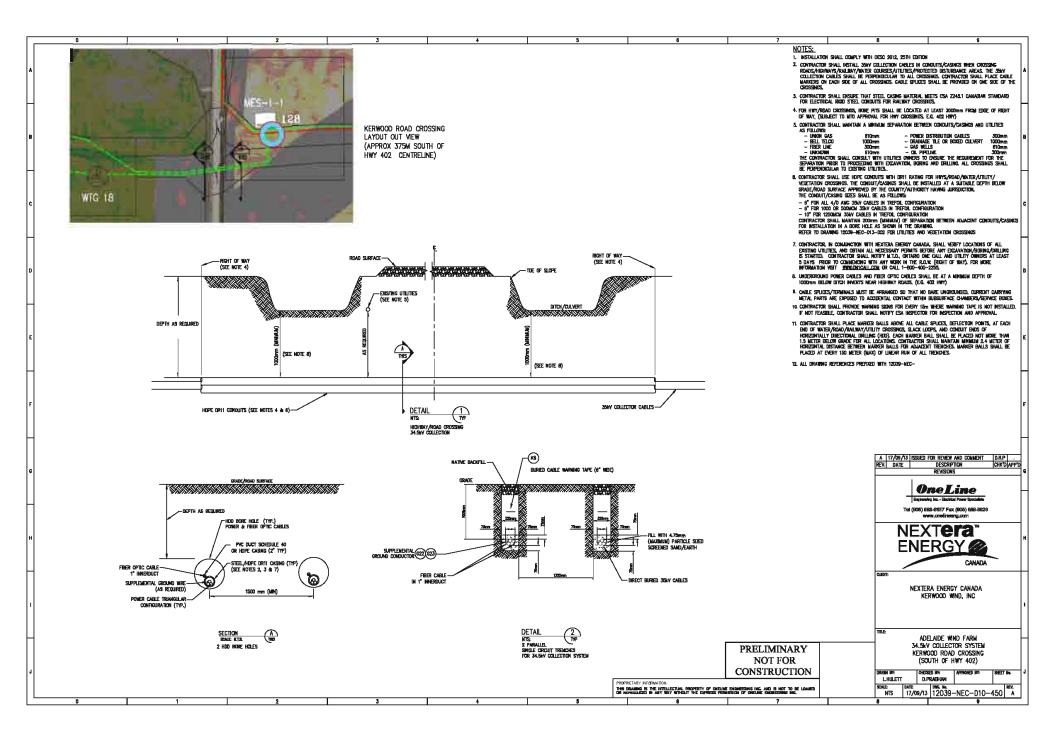
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IOT TO BE LOANED RING INC.		SCALE: N.T.S.	date: 23/01	/2013	<sup>dwg.</sup> №. 12039-	-NEC-D10-	-426	rev. C	
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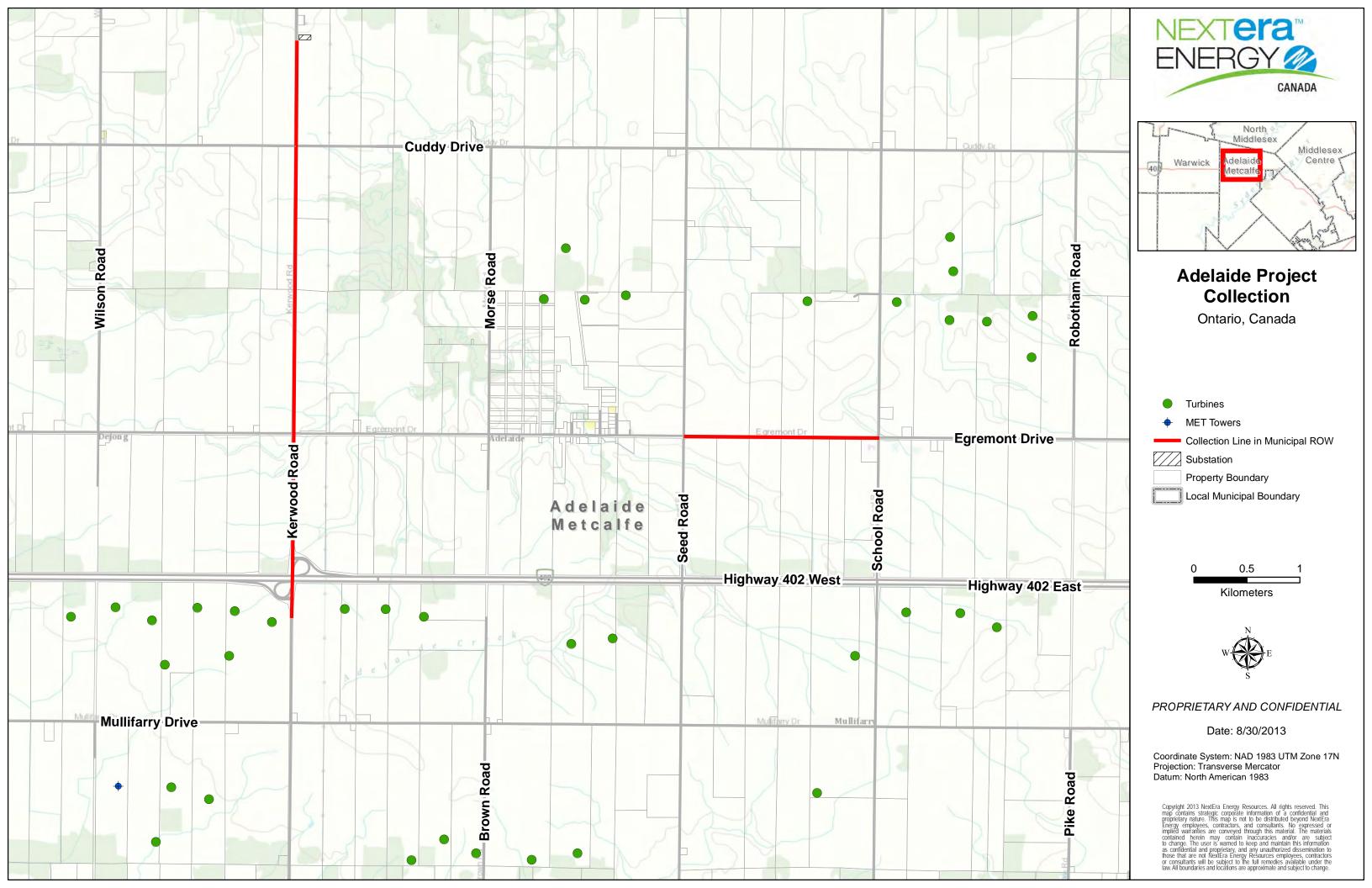
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NOF WIDI WIDI COL	PICAL OFFSET OF PROPOSED COLLECTOR TRENCH ALONG KERWOOD RC RTH OF HWY. 402 TO BE AT 1.65m OFF PROPERTY LINE(PROPOSED F DENING ROW), EXCEPT WHERE GAS MAIN IS LOCATED WITHIN THE ROAD DENING EASEMENT. AT THE LATTER CONDITIONS, EDEC OF PROPOSED LLECTOR TRENCH TO MAINTAIN 0.7m OFFSET FROM CENTERLINE OF GA IN(ROADSIDE), PER 12039-NEC-D10-420 TO 425.	ROAD B
2. THIS ALO PRC SEC	IS DRAWING REPRESENTS A ROAD CROSS SECTION AT THE SPECIFIC S DNG KERWOOD ROAD. IT IS NOT INTENDED TO REPRESENT THE THE OFILES ALONG THE ENTIRE LENGTH OF KERWOOD ROAD, RATHER A SAI CTION TO DEMONSTRATE THE TRENCH OFFSETS. SEE NOTE 1.	TATION MPLE C
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Y	KERWOOD RD (TYPICAL)	
ON	DRAWN BY: CHECKED BY: APPROVED BY: SH B. BREWSTER K.PATEL	IEET No. J
LOANED	B. BREWSTER N.FATEL SCALE: DATE: DWG. No. N.T.S. 23/01/2013 12039-NEC-D10-42	REV.



Kerwood Collection Perpendicular Cross-Sections



### **Kerwood Collection Location Map**



### **SCHEDULE "C"**

Appropriate Emergency Service Providers

### Schedule "C"

### **Appropriate Emergency Service Providers**

### **Contact Information:**

#### **Ambulance Station**

Middlesex-London Emergency Medical Services Authority at 519-679-5466

### **Fire Stations**

### **Kerwood Fire Department**

*Kerwood Fire Station* 27817 Kerwood Road Kerwood, ON NOM 2B0

Fire Chief: Arend Noordhof kerwoodfiredept@bellnet.ca

### Ailsa Craig and Parkhill Fire Departments

*Ailsa Craig Fire Station* 159 William Street, Alisa Craig, ON NOM 1A0

#### Parkhill Fire Station

194 Main Street, Parkhill, ON NOM 2K0

Contact Scott Jones: 519-494-6001

### SCHEDULE "D"

#### Permits and Fees

[NTD: List all permits needed, application requirements and fees associated with granting of such permits]

### Schedule ''D''

### Permits and Fees

\* All references to legislation, by-laws and fees in this Schedule shall be interpreted as references to those by-laws and fees as they may be amended, superseded or replaced from time to time

By-Law Reference	Permit Required with Appropriate Application	Cost		
<b>By-law #5783</b> : Use, Construction or Alteration; <b>By-law #6410:</b> User Fees	Access/Entrance Permit (authorizing access, via entrance application)	\$400 fee + refundable deposit determined by County Engineer		
<b>By-law #5783</b> : Use, Construction or Alteration; <b>By-law #6410:</b> User Fees	Work Permit (authorizing work and/or services, via work application)	\$400 fee + refundable deposit determined by County Engineer		
<i>Highway Traffic Act</i> , R.S.O. 1990, Chapter 198; <b>By-law</b> # <b>6410</b> : User Fees	Moving Oversize Load/Weight Vehicles on County Roads Permit (via application with utility company and emergency services sign-offs)	Variable fee between \$50 and \$500 depending on dimensions and weight of load + \$500 refundable deposit (\$2M liability insurance required)		

#### SCHEDULE "E"

#### Rights and Remedies Accorded to Secured Parties

1. The County will from time to time execute and deliver such consents and acknowledgements reasonably requested by the Secured Party.

2. The County agrees that, upon the Secured Party giving the County written notice of any security granted by Kerwood in the Agreement, the Secured Party will, without any further action being required, have the benefit of the following provisions until such time as the Secured Party advises the County in writing that its security is no longer in effect (and, if the Secured Party so requests, the County will (i) acknowledge in writing that the Secured Party substantially in accordance with these provisions):

- (a) the County will give prompt written notice to the Secured Party of any breach or default by Kerwood of its obligations under the Agreement in respect of which the County proposes to exercise any of its remedies;
- (b) the County will give the Secured Party the right to cure any breach or default by Kerwood under the Agreement, within a period of 90 days commencing on the later of (i) the expiry of the cure period afforded Kerwood under the Agreement, and (ii) the date on which the County gives the Secured Party notice of such breach or default pursuant to Section 2(a), or such longer period of time as the Secured Party may reasonably require to cure such breach or default; and no exercise by the County of any of its rights or remedies against Kerwood will be effective against Kerwood or the Secured Party unless the County has provided the Secured Party such notice and opportunity to cure.
- (c) the County will, at any time and from time to time, upon not less than ten (10) days' prior request by Kerwood or the Secured Party or proposed the Secured Party, execute any agreements, certificates or acknowledgements that Kerwood or the Secured Party may reasonably request with respect to this Agreement; and
- (d) all notices to the Secured Party from the County will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Secured Party set out in any notice that the Secured Party delivers to the County.

3. The provisions of Section 2 will enure to the benefit of the Secured Party and its successors and assigns, and any rights conferred on the Secured Party by the terms of this Agreement or limiting its liability under the Agreement will benefit each receiver or receivermanager appointed by the Secured Party or by a court of competent jurisdiction.

5. The County hereby acknowledges that Kerwood may grant security to a trustee or collateral agent acting on behalf of one or more lenders (a "**Collateral Agent**"), and the County hereby acknowledges and agrees that upon its receipt of notice that such security was granted,

the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.