

South Dakota Public Utilities Commission Information Guide to Siting Energy Conversion & Electric Transmission Facilities

This guide is intended to offer a simple overview of the Public Utilities Commission's process in making a decision to approve or deny the construction of an energy conversion facility, AC/DC conversion facility, wind energy facility, solar energy facility, or electric transmission facility in South Dakota. This guide is informational and does not address all situations, variations and exceptions in the siting process and proceedings of the PUC. For additional information, see South Dakota Codified Laws Chapter 49-41B and South Dakota Administrative Rules Chapter 20:10:22 (sdlegislature.gov).

PUC Authority

The South Dakota Legislature gave the PUC authority to issue permits for energy conversion, AC/DC conversion, wind energy, solar energy and electric transmission facilities. An energy conversion facility is a generation facility, other than a wind or solar generation facility, capable of generating 100 megawatts or more of electricity. In considering applications, the commission's primary duty is to ensure the location, construction and operation of the facilities will produce minimal adverse effects on the environment and the citizens. The commission determines these factors based on definitions, standards and references specified in South Dakota Codified Laws and Administrative Rules. For energy conversion facilities, AC/DC conversion facilities and transmission facilities, the PUC has one year from the date of application to make a decision; nine months for wind energy facilities and solar energy facilities.

The commission strives to issue a reasoned decision and conditions where appropriate that uphold the law and discourage a potentially expensive and lengthy appeal process.

In rendering its decision, the commission may grant the permit, deny the permit, or grant the permit with terms, conditions or modifications of the construction, operation or maintenance as the commission finds appropriate and legally within its jurisdiction. The commission does not have authority to change the route or location of a project. The decision of the commission can be appealed to the circuit court and, ultimately, to the South Dakota Supreme Court.

The PUC is not involved in the easement acquisition process that occurs between applicants and landowners. Likewise, the PUC does not have a role

in the eminent domain process, which is handled in the circuit court system. Landowners with concerns about these issues should seek advice from their personal attorney.

Applicant Responsibility

The applicant that seeks the PUC's approval must show its proposed project:

- will comply with all applicable laws and rules;
- will not pose a threat of serious injury to the environment nor to the social or economic condition of inhabitants or expected inhabitants in the siting area;
- will not substantially impair the health, safety or welfare of the inhabitants; and
- will not unduly interfere with the orderly development of the region with due consideration having been given to the views of the governing bodies of affected local units of government.

PUC Staff Role

PUC staff members assigned to work on a siting case typically include one attorney and multiple analysts. Staff attorneys have educational and practical experience in administrative law, trial procedure and business management principles. Staff analysts have expertise in engineering, research and economics. Some of the work the staff does involves reviewing data and evidence submitted by the applicant and intervenors, requesting and analyzing opinions from experts, and questioning the parties. The staff considers the information relative to state laws and rules and presents recommendations to the Public Utilities Commissioners.

Public Involvement

South Dakotans, as well as anyone else with a direct interest in a siting case, have a variety of ways to stay informed and involved. Read more on back.

Review the electronic docket. A docket is the continually updated collection of documents filed with the commission for a particular case. Dockets are accessible under the Commission Actions tab on the PUC website, www.puc.sd.gov. Dockets are labeled to correspond with their type and filing date. For example, the Crowned Ridge Wind II docket is EL19-027; EL for electric, 19 for the year 2019 and 027 to indicate it was the 27th electric docket filed with the commission in 2019.

Attend a public input meeting. The PUC will hold a public input meeting on a siting case, with 30 days notice, as physically close as practical to the proposed facility site. At the meeting, the applicant describes its project and the public may ask questions and offer comment. PUC commissioners and staff attend this meeting.

Submit comments. Members of the public may submit written comments about an active siting case to the PUC. These ***informal*** public comments are reviewed and considered by the PUC commissioners and staff. Comments should include the docket number or siting project name, commenter's full name, mailing address, e-mail address and phone number. These comments should be emailed to puc@state.sd.us or mailed or hand-delivered to PUC, 500 E. Capitol Ave., Pierre, SD 57501. Comments are posted in the "Comments" section of the docket within a reasonable time after having been received. The commenter's name, city and state will be posted along with their comment. Comments from businesses, organizations or other commercial entities (on letterhead, for example) will include full contact information for such.

Please follow these guidelines when submitting written comments to the PUC:

- For comments sent by email, the maximum file size is 10 MB. If you have questions, please contact South Dakota PUC staff at 605-773-3201 (Monday – Friday, 8 a.m. – 5 p.m. Central Time).
- For comments sent by U.S. mail or hand delivered, no more than twenty 8.5" x 11" pages, including attachments and support materials, should be submitted with a comment. Sheets with printing on both sides are counted as two pages.
- A reference document, article or other attachment not written by the person commenting should clearly identify the source of

the content and include permission from the author to reproduce the material. The inclusion of any copyrighted material without accompanying proof of the commenter's explicit right to redistribute that material will result in the material being rejected.

- In instances where individual comments are deemed to be a duplicate or near duplicate copies of a mass message campaign, the PUC will post only a representative sample and list the name, city and state of the commenter.
- Comments containing threatening language or profanity will be rejected.
- Multimedia submissions such as audio and video files will not be accepted as written comments.
- Electronic links will not be accepted.

Become an intervenor. Individuals with a direct interest who wish to be ***formal*** parties in a siting case may apply to the PUC for intervenor status. The intervention deadline is clearly indicated within the docket. Intervention is appropriate for people who intend to actively participate in the case through legal motions, discovery (requests for facts or documents), the written preparation and presentation of actual evidence, and in-person participation in a formal hearing. Intervenors are legally obligated to respond to discovery from other parties and to submit to cross-examination under oath at a formal hearing. Individuals seeking only to follow the progress of a siting case or to offer comments for the PUC's consideration need not become intervenors.

Communicate on record. Verbal communication between a commissioner and a person with an interest in a matter before the commission that does not occur in a public forum or as part of the official record should be avoided. Those who communicate in writing with a commissioner about an open or imminent docket matter should understand that their comments will become part of the docket and are subject to review by all parties and the public. Likewise, comments made at a PUC public proceeding or submitted to the commission relative to a docket matter become part of the docket, open to review by all parties and the public. Because commissioners have a decision-making role in docket matters, any discussion with a commissioner about an open or imminent docket must take place in an open forum, such as a public meeting, with notice given to all parties.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

Print

**IN THE MATTER OF THE APPLICATION
BY CROWNED RIDGE WIND II, LLC FOR
A PERMIT OF A WIND ENERGY
FACILITY IN DEUEL, GRANT AND
CODINGTON COUNTIES**

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)

**APPLICATION FOR PARTY
STATUS**

EL19-027

(Name of Applicant, this will be the person or entity named as a party)

petitions the Public Utilities Commission to be granted party status in the above-referenced facility permit proceeding.
Pursuant to SDCL 49-41B-17 and ARSD 20:10:22:40

Briefly explain your interest in this permit proceeding. Form is limited to 1000 characters.
(Example: Landowner in project area).

Signature of Applicant

Print or Type Name

Address: _____

Phone Number

E-mail Address

Name of Organization (if applicable)

Date

Subscribed and sworn to before me this _____ day of _____, ____.

Notary Public

(Seal)

My Commission expires: _____

NOTE:

Consistent with SDCL 49-41B-17 and ARSD 20:10:22:40, this application must be filed with the Public Utilities Commission on or before 5:00 p.m. CDT, September 9, 2019, unless the deadline is extended by the Commission.

Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501-5070
Electronic Filing: <http://puc.sd.gov/EFilingOptions.aspx>

001276

South Dakota Public Utilities Commission

EL19-027 – In the Matter of the Application by Crowned Ridge Wind II, LLC for a Permit of a Wind Energy Facility in Deuel, Grant and Codington Counties

Crowned Ridge II Wind Project– Public Input Hearing

August 26, 2019, 5:30 p.m.

Watertown – Watertown Event Center, 1901 Ninth Ave. SW, Watertown, S.D.

Please Print Legibly

Person	City/State
Jeff & Carol Spitzer	Goodwin, SD
Dan Crandall	Watertown SD
Nancy McClanahan	Gary SD
Heather Crocker	Goodwin SD
Kenneth Mayer	Goodwin, SD
Connie Heider (Thiewes)	Wtr. SDak.
Roger Solum	Brookings, SD
Hugh Ostels	Watertown SD
Elizabeth Mack	Kranzburg
Charles Appelt	Goodwin SD
Bob & Shelley Chubinski	Goodwin, SD
Len Mack	Wtr. S.D.
Shirley Kobish	Strandburg, SD
Brian Riniker	Stow Falls SD
Darwin Mack	Goodwin, SD

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Crowned Ridge II Wind Project– Public Input Hearing
August 26, 2019, 5:30 p.m.**

Please Print Legibly

City/State

Goodwin

Handwritten

with S.D.

Stockholm, S.D

South Dakota Public Utilities Commission

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Please Print Legibly

Person	City/State
Richard Schwanke	Sioux Falls, SD
Terence Pellmar	Wtu. SD
Rosemary Metz	Goodwin, SD
Garry Ehlbracht	Goodwin, SD
Loretta Kranz	Goodwin SD
Miles Shumacher	Sioux Falls
Sarah Sappington	Bismarck, ND
Daryl Hart	Juno Beach, FL
Royr Katie Weber	Strandburg S.D.
Gerry Oberg NEER	Juno Beach, FL.
Ruthy Rauen	Goodwin, SD
Gail (Bea) Gladys	Goodwin SD
Ruby Holborn	Sioux Falls, SD
GEORGE HOLBORN	" "
Amber Christen	Strandburg SD
Greg Richter	Waverly SD
Joanne Weeg	Bemis
Mark Weeg	Bemis
Tom Sweet	Watertown, SD

South Dakota Public Utilities Commission

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Person	City/State
Nancy Brummund	Wth, SD
Kristi Mogen	Twin Brooks SD
Don & Jo Anne Fischer	Kranzburg S.D.
AMY & RICH RAE	Goodwin SD
Paula Bridget Johnson	Waverly
Rep. Fred Dentsch	Florence, SD
Myron & Sue Johnson	Wth
Rick & Connie Hartke	Wth
Wayne Bonghe, inck	Waverly, SD
Michael Lang	Valerian SD
Ken Karst	Wth SD
Tex Med	Wth SD
Todd Harten	Goodwin SD
Anita Ramel	Goodwin SD
Edward Ramel	Goodwin SD
Mark Lup	Wth SD
Eugene Schlus	WTH SD
Mel & Ann Kranzburg	WTH SD
Jam. Fieber	Goodwin (Rome) Goodwin

South Dakota Public Utilities Commission
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Please Print Legibly

Person	City/State
Dave Anthony	
Bethany Bruce	Juno, Florida
Brian Murphy	Juno Florida
Mark Thompson	Juno FL.
Barry Brummond	Wtn SD.
Kim Wells	Houston, TX
Mitchell Phillips	Houston TX
Jay Haley	Grand Forks, ND
Mark Lennox	Juno, FL
Tyler Wilhelm	Juno, FL
Lyle & Kathy Neas	Cleau Lake SD
Al Rokish	Strandburg SD
Linda Lindgren	South Shore, SD
Linn Lindgren	South Shore, S.D.
David J. Law	Kyle Watertown
Brian & Roy Hamola	Wtn SD
Dean Mark	Goodwin S.D.
Mark Wehald	Cleau Lake SD
Money York-State Rep	Watertown



Crowned Ridge Wind II

**South Dakota PUC
Public Input Meeting
Watertown, SD
August 26, 2019**



Applicant Overview

- ▶ **Crowned Ridge Wind II, LLC (CRW II) is a wholly owned, indirect subsidiary of NextEra Energy Resources, LLC (NEER)**
 - » American owned and operated, NEER is the world's largest generator of renewable energy from the wind and sun
- ▶ **CRW II possesses a Purchase and Sale Agreement (PSA) with Northern States Power (NSP)**
 - » NEER is responsible for the development, permitting and construction of CRW II
 - » NSP will own and operate CRW II upon the Project's proposed Commercial Operations Date (COD) of Q4 2020



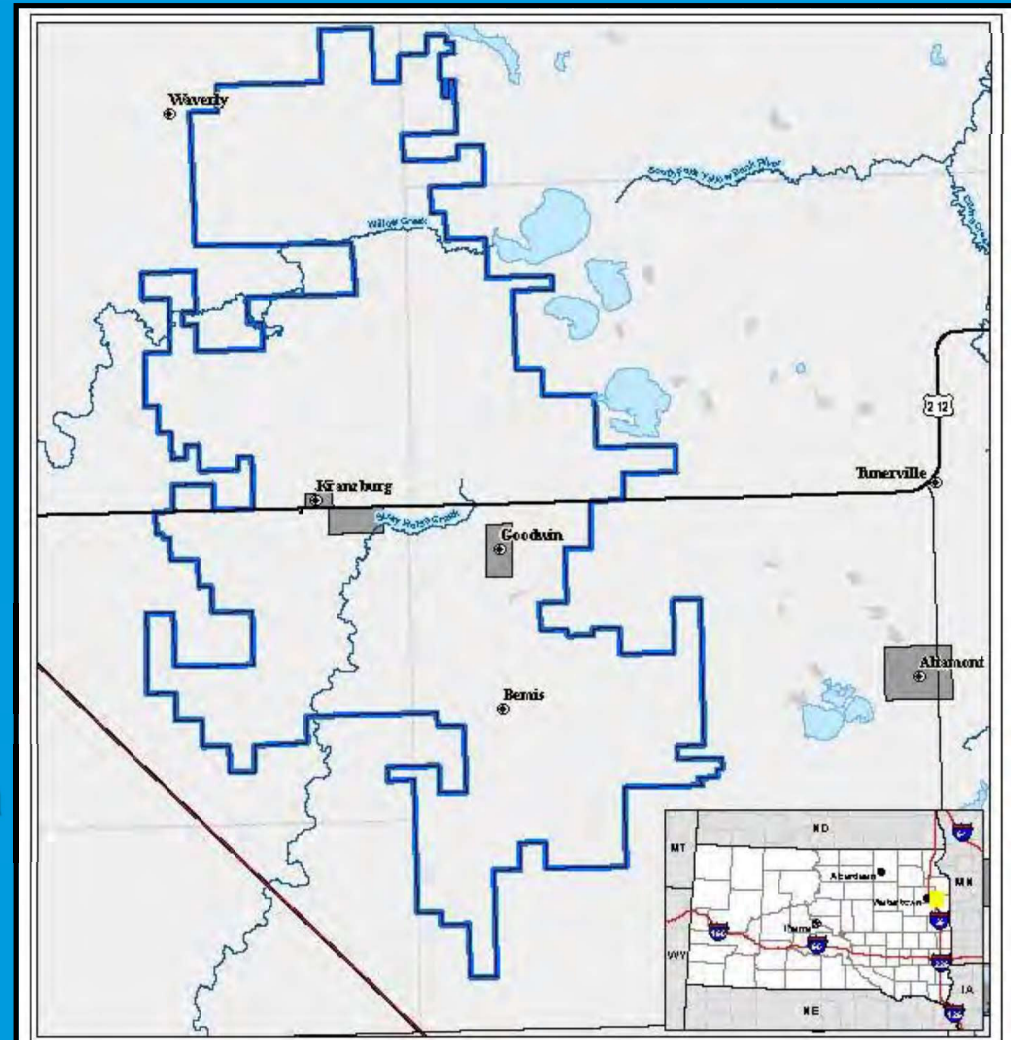
**world's
#1
generator of wind
and solar energy
2018**

Project Overview – Purpose of Project

- ▶ **Crowned Ridge Wind II, LLC is seeking Energy Facility Permit approval for the proposed up to 300.6 MW Project located in Codington, Deuel and Grant Counties, South Dakota ...**
 - » To satisfy renewable energy requirements within NSP's service territory by delivering zero-emission, competitively priced electricity to the Midcontinent Independent System Operator, Inc (MISO) regional grid
 - » Demand was recognized/approved by the Minnesota Public Utilities Commission and the North Dakota Public Service Commission
 - » To supplement NSP's pursuit of a higher renewable energy generation mix across their generation portfolio

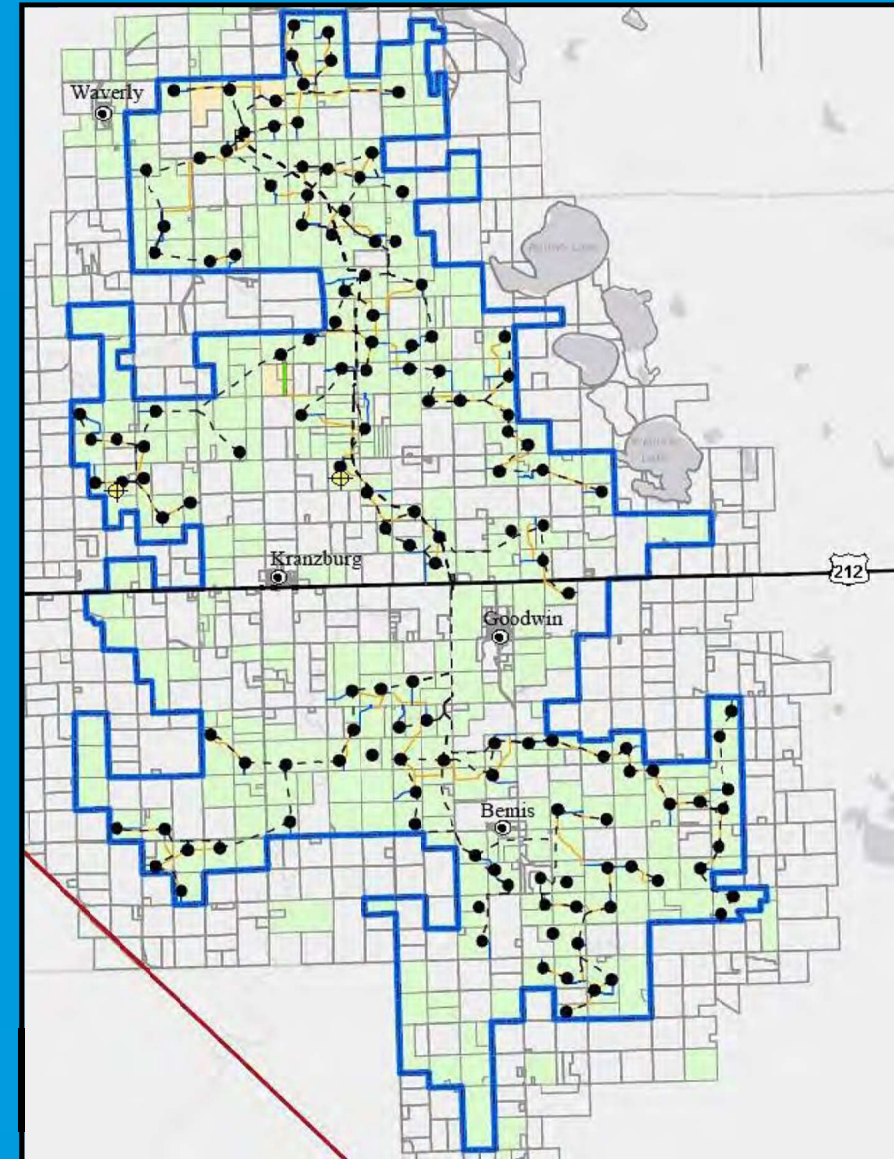
Project Overview

- ▶ **CRW II Energy Facility Application**
 - » PUC filing date: July 9, 2019
 - » PUC Status: Under review
- ▶ **CRW II is seeking Energy Facility Permit approval to construct the up to 300.6 MW wind Project**
 - » CRW II would commence construction in Q2 2020 assuming the South Dakota PUC's 9-month review/approval timeline
- ▶ **The Project reflects a \$400 million investment in the state of South Dakota**
 - » Located in Codington County, Deuel County and Grant County



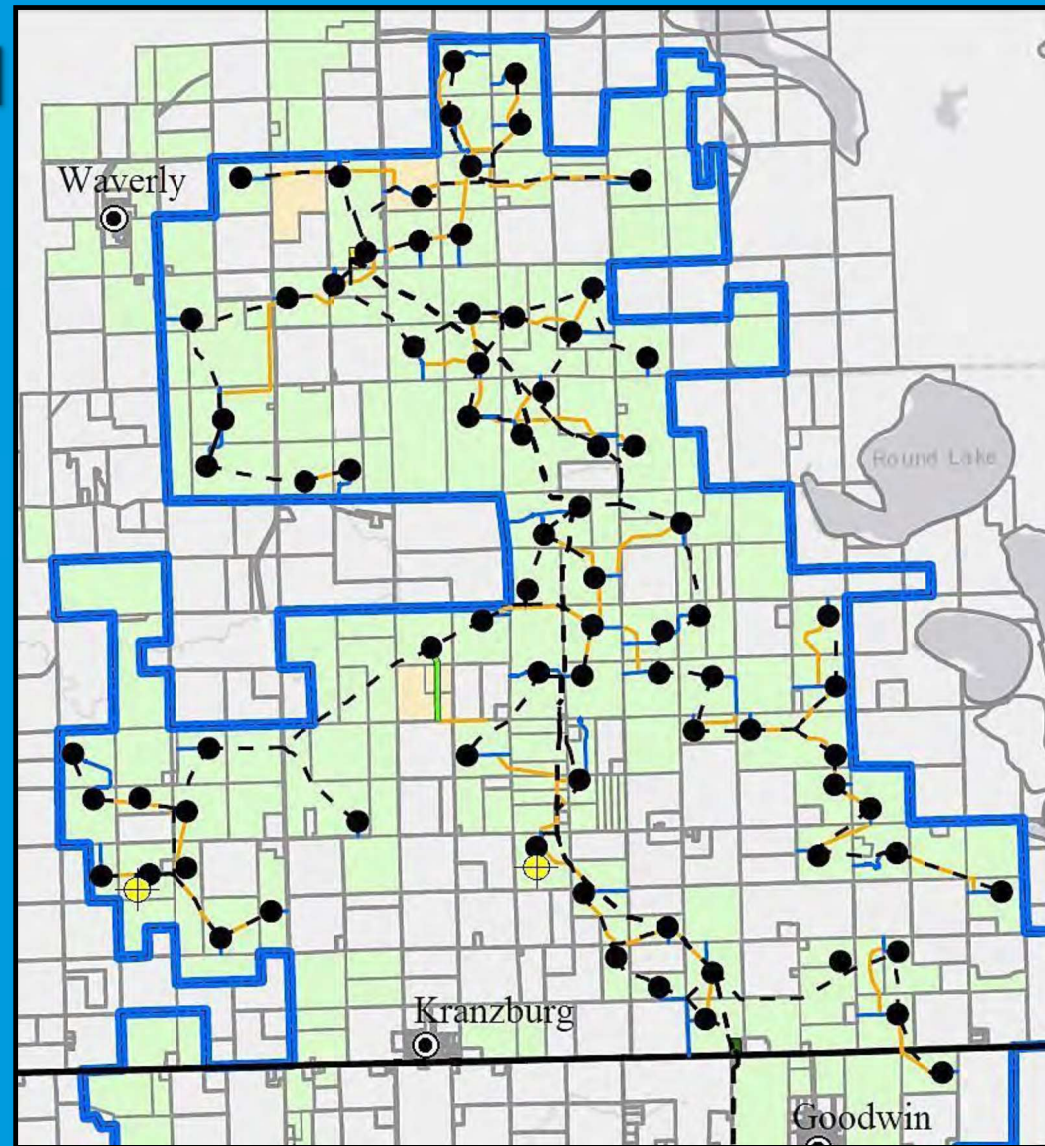
Project Overview – Site Map

- ▶ **Project Size:** 300.6 MW
- ▶ **Project Area:** 60,996 acres
- ▶ **Participation:** 40,911 acres
- ▶ **Project Turbines:** 132 GE turbines
 - » 66 locations proposed in Codington
 - » 66 locations proposed in Deuel
 - » 2 locations proposed in Grant County
- ▶ **Additional Project Facilities:**
 - » Access roads to Project facilities
 - » Underground collection cabling
 - » Two permanent MET tower locations
 - » An Operations and Maintenance (O&M) Facility



Project Overview – Land

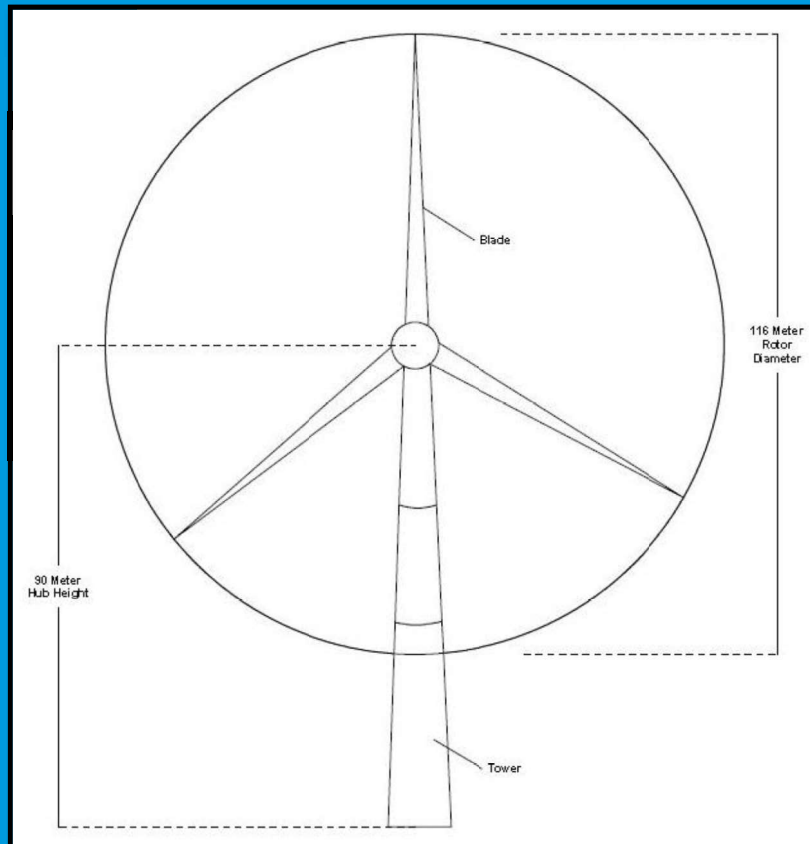
- ▶ Land acquisition process is near complete pending approval of three easements
 - » One turbine location pending easement approval
 - » One collection corridor pending easement approval
 - » One construction access road pending easement approval
- ▶ CRW II anticipates all necessary easements to be obtained by Sep. 20, 2019
 - » Easements obtained post filing of application to support two turbine locations formerly pending approval



Project Overview – Turbine Technology

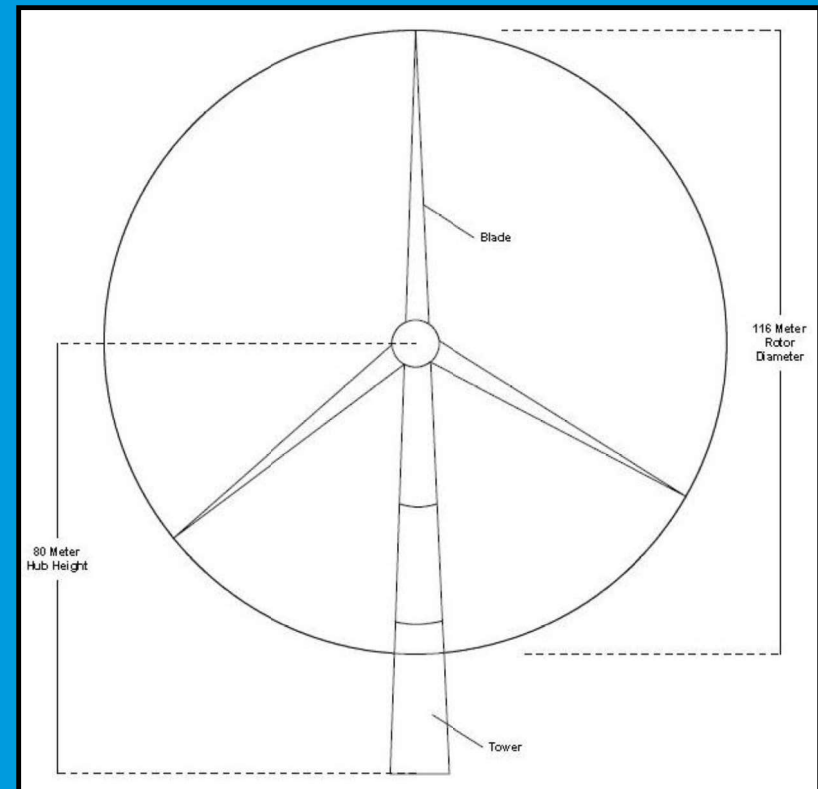
GE 2.3 MW Turbine

Count	Rotor Diameter	Hub Height
117	116 meters	90 meters



GE 2.1 MW Turbine

Count	Rotor Diameter	Hub Height
15	116 meters	80 meters



Community Benefits

► Boost to local economy

- » 250 temporary construction jobs will increase local spend (hotels, dining, places to conduct general business)
- » Up to 12 full time, long term O&M jobs created for the life of the Project
- » Improvements to existing county and township roads

► Landowner benefits

- » Additional revenue stream
- » Approx. \$40 million in payments to landowners over life of the Project



Community Benefits

Crowned Ridge Wind II – 25 year expected tax revenues generated

Deuel County Jurisdictions	Estimated Tax Revenue
Deuel County	\$ 4,460,000
Goodwin Township	\$ 1,720,000
Rome Township	\$ 620,000
Deuel School District	\$ 5,540,000
	\$ 12.3 million
Codington County Jurisdictions	Estimated Tax Revenue
Codington County	\$ 4,320,000
Waverly Township	\$ 860,000
Kranzburg Township	\$ 570,000
Waverly School District	\$ 5,630,000
Watertown School District	\$ 1,580,000
	\$ 12.9 million
Grant County Jurisdictions	Estimated Tax Revenue
Grant County	\$ 140,000
Troy Township	\$ 50,000
	\$ 190,000

Community Benefits

- ▶ Local support of organizations, groups and events
 - » Crystal Springs Rodeo
 - » South Dakota Wind for Schools
 - » Kite Day at the Capitol
 - » SDSU Wind Application Center
 - » Mitchell Tech / Lake Area Tech
 - » Molded Fiber Glass (Aberdeen, SD)
 - » Farley Fest (Milbank, SD)



FEATURED

New contract keeps MFG open; 60 jobs to be added

By Elisa Sand, esand@abernnews.com Jul 2, 2018 0 1 min to read

Stakeholder Outreach

- ▶ Stakeholder outreach involved communication with landowners, local tribes, wildlife agencies and government officials:
 - » Open House
 - » Codington, Deuel and Grant County Planning and Zoning Boards
 - » Codington, Deuel and Grant County Commissions
 - » Sisseton Wahpeton Oyate Tribe
 - » United States Fish & Wildlife Service
 - » South Dakota Game, Fish & Parks
 - » South Dakota State Historical Society



Project Compliance

- CRW II has worked diligently to make the necessary changes to the Project site plan to meet and exceed local and state wind energy siting requirements

	Codington	Grant	Deuel
Setbacks	- 550' from participant - 1,500' from non-participant - 1-mile from municipal boundary	- 1,500' from participant - 1,500' from non-participant - 1 mile from municipal boundary	- 1,500' from participant - 4 times turbine height from non- participant - 1 mile from municipality of Goodwin - 1 mile from lake district at Bullhead Lake
Noise	- Shall not exceed 50 dBA; measured at property line of existing non-participating residence	- Shall not exceed 45 dBA; measured 25 feet from perimeter of non-participating residences - Shall not exceed 50 dBA, measured 25 feet from perimeter of participating residences	- Shall not exceed 45 dBA; measured from perimeter of non-participating residences
Flicker Analysis	- Flicker at any receptor shall not exceed thirty (30) hours per year	- Flicker at any receptor shall not exceed thirty (30) hours per year	- Flicker at any receptor shall not exceed thirty (30) hours per year

Wind Farm Description

- ▶ **The Project will consist of up to 132 turbines, a collector substation, underground collection lines and an O&M facility:**
 - » **Turbines** – 117 GE 2.3 MW, 90m HH and 15 GE 2.1 MW 80m HH
 - » **Associated Collector Substation** – 34.5 kV to 230 kV fenced area with breakers, switches, control house and two power transformers
 - » **Underground Collection Lines** – 34.5 kV power cables buried at least 48 inches below the surface to connect the turbines to the substation, and includes pad mount transformers and junction boxes
 - » **O&M Facility** – Fenced area with a main building that accommodates offices, spare parts storage, maintenance shop and parking facilities

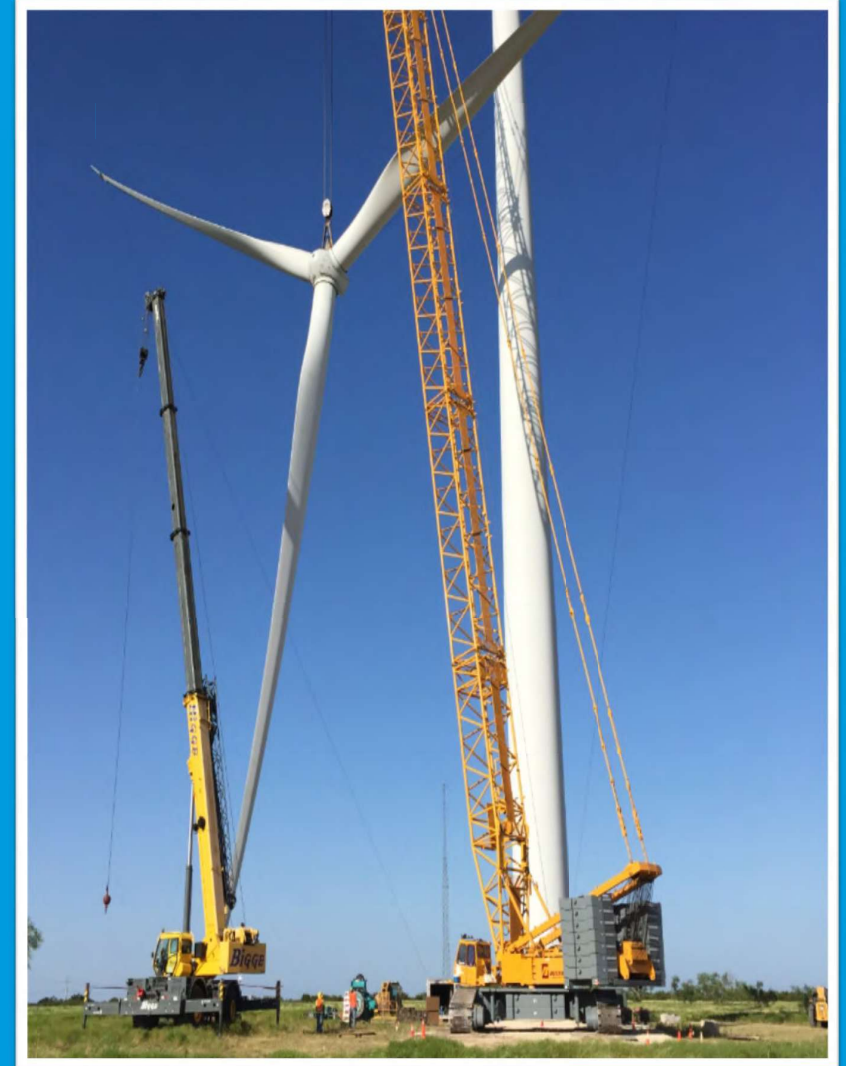
Construction Overview

- ▶ The construction process begins with a detailed engineering design for all facets of the Project including; access roads, turbine foundations, tower erection and electrical systems
- ▶ Turbine Foundation
 - » Remove and stockpile top soil for future reclamation
 - » Install straw waddles and silt fences to control run-off during rain events
 - » Excavate turbine foundation to approx. 8' depth
 - » Install rebar and bolt cage
 - » Pour concrete supplied by on-site batch plant



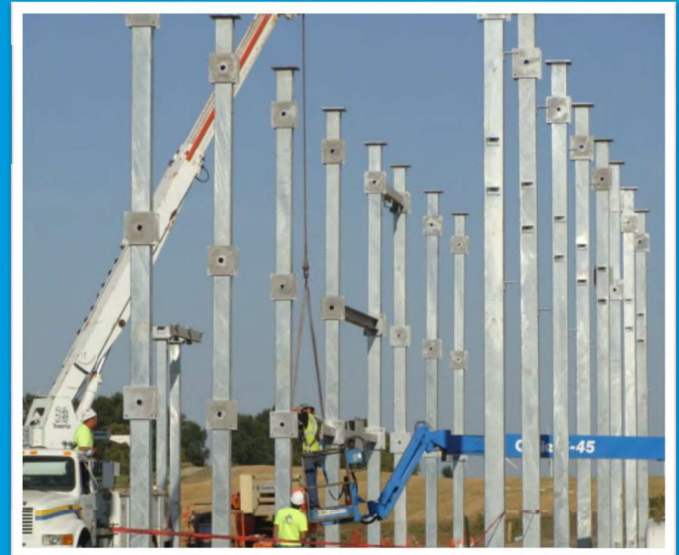
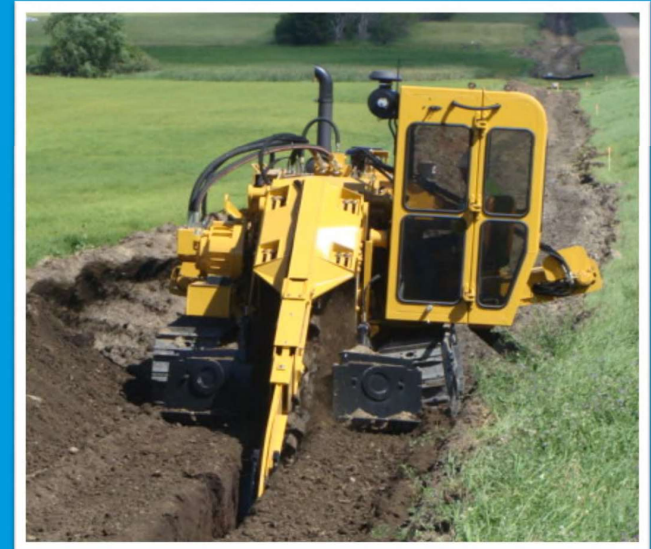
Construction Overview

- ▶ Turbine towers are erected using special cranes capable of lifting up to 1,800 tons and reaching a height of 350 feet
 - » Install down tower assembly including turbine converter
 - » Install tower base including torqueing anchor bolts
 - » Install mid and top tower sections
 - » Install nacelle, hub and fly rotor



Construction Overview

- ▶ **The collection lines are installed using a trencher or horizontal direction bores**
 - » Cables and communication lines are laid simultaneously while trench is being cut
 - » Trenches are back filled with native soil and compacted
- ▶ **The collector substation is designed and constructed to meet all applicable codes and standards**
 - » Clear and grub site, grade and compact site
 - » Install below grade infrastructure, equipment foundations, wire and termination
 - » Test and commission equipment



Operations Overview

- ▶ **The Project will be monitored 24/7 by a Supervisory Controls and Data Acquisitions (SCADA) system**
 - » NSP's Commercial Operations Center, a fulltime remote monitoring and control facility located in Denver Colorado, ensures safe and reliable operations by providing remote real-time monitoring and controlling of the entire Project, including the wind turbines
- ▶ **The O&M building (approx. 8,000 sq. ft.) will provide accommodation for the operations personnel**
 - » Up to 12 permanent employees, consisting of an operations manager and wind technicians, will operate the windfarm and substation after construction is completed
 - » During operations, the site team will perform scheduled, preventive maintenance on wind turbines
 - » The O&M will house operating personnel, offices, operations and communication equipment, parts storage, outdoor lighting and perimeter fencing

Decommissioning Overview

- ▶ **CRW II, under the ownership of NSP, is responsible for Project decommissioning and all costs with decommissioning the associated facilities**
 - » Removal of 132 wind turbines and all existing above ground facilities
 - » Removal of all ancillary, underground equipment to a depth of 4 feet
 - » Removal of roads and staging areas unless the private landowners desire for roads and staging areas to be retained
 - » Restoration to pre-construction conditions to the extent possible including:
 - › Vegetation, drainage and other environmental features
 - » Repair to county/township roads impacted by movement of heavy vehicles and frequent vehicle trips

Contact Information

Crowned Ridge Wind II, LLC

Tyler Wilhelm

Senior Project Manager

Tyler.Wilhelm@NextEraEnergy.com

South Dakota PUC Website

<https://puc.sd.gov>



Public Input Meeting August 26, 2019 Watertown, SD

George L. Holborn Sioux Falls, SD

In March 2018 I presented what we found in the Codington County Ordinance 65 Industrial District Chapter 30.06.04

"A. 1 Noise.

All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness."

We suggested this ordinance was in conflict with itself.

First District Government, Mr. Mueller, answered we have different standards for different settings.

We were not allowed follow-up so my question is:

Why is noise less /more objectionable at an industrial sight in Codington County than an industrial wind turbine sight in Codington County?

Are those non-participants living among the turbines of less importance than other county citizens?

Such inconsistencies are imposed upon those without choice by **every layer** of government dealing with industrial wind turbines.

Secondly, this past spring we attended an evidentiary hearing in Fort Pierre. We and others wrote follow-up letters to the PUC.

Commissioner Hanson responded in kind to [REDACTED] & me with very similar verbiage:

"By law, we must take several factors into account when considering whether or not to grant a wind siting permit.

The **primary duty** of the commission is to ensure the location, construction and operation of the facilities will produce minimal adverse effects to the health, safety and welfare of the environment and citizens.

The standards we must follow are defined in South Dakota Codified Laws and Administrative Rules.

Again, our decisions must be based upon evidence that is presented to the commission by parties of the docket."

At Prevailing Wind Park LLC, the PUC granted the non-participants 40 dba. The applicant's expert was held in high regard; the applicant employees seemed to be held in higher regard than even the sound expert hired by the PUC.

At the Deuel Harvest Evidentiary Hearing independent expert testimony was ignored when the PUC determined everyone, those participating with the wind developer and those found to live in the Deuel County Sacrifice Zone could live with 45 dba.

Both the independent and PUC expert claimed an ambient noise level should be established and add 10 dba.

Please remember every 10 dba increase in noise loudness doubles at the receptor.

That number would determine the threshold limit for the non-participants.

Mr. Rand continues, if the PUC wishes to hold the Health, Safety and Welfare in preeminence above the profits of the wind developer, the threshold for the non-participants should begin at 35 dba.

Now these numbers may seem fatuous to a politician or an absentee participant, but in fact can be a life changing eventuality for those forced to live among the turbines.

So, you are aware, per Commissioner Hanson's letter, what "will produce minimal adverse effects to the Health, Safety and Welfare of the environment and citizens."

It appears to me you are obfuscating your "Primary Duty", your words not mine.

Please consider the words of D. M. Deutchlander:

"Good behavior best serves to keep order and preserve society;

Bad behavior undermines order and threatens society.

Government should be concerned with behavior that deprives another of life, or property without justice."

George L Holborn

[REDACTED]

Sioux Falls, SD 57110

[REDACTED]

PUC Meeting
August 26, 2019

I find the majority of people oppose wind turbines in the area but many of them are not here because they have lost faith and believe this is a Dog and Pony show because the decision to approve the permit was made long ago.

Us Desert Storm Veterans were told for years our chronic pain and fatigue was our imagination. One VA doctor told me to not think of it and it will not hurt. Veterans organizations and years of Independent research proved to Congress the percentage of Veterans with this condition was GROSSLY higher than the rest of society. While the exact cause is not 100 percent known the reality is exposure in the war was a cause, congress took action to care for us on that reality, that fact.

Thousands of people living near wind turbines are having health issues to include Wind Turbine Syndrome, vertigo, balance issues, sleep disturbance, headaches, tinnitus, nervousness, rapid heartbeat, nausea, difficulty with concentration, memory loss, and anger vibroacoustic disease (VAD) medical code T75.2 causes direct tissue and organ damage. Volumes of documents from peer reviewed independent studies and testimony have been submitted to county and state officials to support this health problem. They were pushed aside, some referred to as antidote, kind of like telling veterans it is ALL in your head. They chose to use wind industry research and reports made by government studies by people chosen by elected officials who have received thousands of dollars of campaign money from Next Era. (opensecrets.org)

I assure you when compared to the rest of society the number of people experiencing these health issues exposed to wind turbines will be GROSSLY higher. While the exact cause is not yet totally understood it is obvious these health problems are from wind turbines too close to residents. These are real numbers, it is reality, reality is FACT. When Congress can act those type of facts to care for us veterans it should be the standard for our state and county government to follow suit.

It is time to restore faith in our system, DENY THIS PERMIT!!!!

Wayne Bongheim

Waverly SD
57201-

NextEra Scam.

Your phone rings, an unknown person tells you that you have won a substantial amount of money. Or you get a phone call your grandson or daughter is in a foreign country and needs your financial help, or you receive a check in the mail from some unknown company with which you have never done business with. What are these? SCAMS! We have all been taught "If it sounds too good to be true, it is a scam".

Along comes NextEra Energy reliable low cost green energy, money for roads, bridges, schools, good paying jobs for locals. They never mention the amounts. It is the same speech given in each county, Codington, Grant and Deuel. Too good to: SCAM.

1. Reliable Energy: The wind turbines generate electricity 30% of the time. The other 70%, they are actually taking electricity from the grid to operate. So now you need to build a peaking plant using natural gas (a fossil fuel) to produce electricity.
2. Green: Rare earth metals which are mined in China to make the magnets. China doesn't have an EPA, so they make more air pollution to process it. Fly ash, a coal by product is used in the 2500 tons of concrete. Coal is also used for the production of 900 tons of steel, and oil used to operate the turbine. Diesel fuel use in transport site production and erection. All of these are fossil fuels!
3. Money for roads: After they are destroyed by the excessive truck traffic and weight.
4. Money for schools: is based on the number of students. People will move away and the enrollment will decline.
5. Good paying jobs: They are temporary, besides they will still use their own crews.

Besides it's not their money, it's a Federal Government subsidy – In other words, it's our, the taxpayer's money. All a too good to be true scam!

Rich Ryll

Goodwin Sn

The life of a project is maybe 20 years, however the payback is 30 years. What banker would loan you money on that? The turbine transmission life is 7-10 years. What happens then? The cost to repair or replace a transmission is about \$1 million. The burden of this will be indirectly passed on to the consumer.

Canada, Australia, every other country even Germany whose government falsified data, electric rates have skyrocketed, so will ours. NextEra is guaranteed 0.23/Kw hour add this to the existing rate. NextEra claims their decommissioning fund will pay for the decommissioning. Is there going to be a neutral party to "watch" this fund, so it is actually going into it and not somebodies pocket? Once again that is taxpayer money.

In reality the transmission and blades are the "Achilles heal" of each turbine and require frequent maintenance. The fiberglass blades cannot be recycled like NextEra claims. In Casper WY, the cost of burying 1000 blades in a landfill is estimated at \$675,485 per the Cowboy State Daily.com. Not very green! Too good to be true, SCAM!

How can you trust NextEra? They have a blank page in the Participants Contract for anything to be added later and it's all legal because it's a signed contract. They greased the palms of some of the local zoning commissioners in all three counties, Deuel, Grant and Codington. They refuse to recuse themselves even though they have a conflict of interest. How can they be unbiased? Even the PUC members have a conflict of interest.

Rich Rall

8/25/19

Rich Rall

Goodwin SP

Garry Ehlebracht

Goodwin, SD

57238

April 2, 2019
Regular Meeting

The Deuel County Commissioners met in regular session on Tuesday April 2 at 9:00 a.m. in the Commission Room of the Courthouse with Chairman Rhody presiding. Those present were Commissioners DeJong, Rhody, Homan, Jaeger and Kreutner. Also present was Auditor Mary Korth and several members of the public. The meeting began with prayer and the Pledge of Allegiance. Chairman Rhody made the announcement that the Deuel County Commission meeting proceedings of April 2, 2019 will be audio recorded by the Commission.

Approval of Minutes:

1) DeJong moved, seconded by Kreutner to approve the minutes of the regular meetings of March 5 and 19. All voted yes and the motion carried.

Approval of Agenda

2) Rhody moved, seconded by Jaeger to approve the agenda as presented. All voted yes and the motion carried.

APPOINTMENTS

9:05 Highway Superintendent Jamie Hintz

Hintz met with the Commissioners about several issues. He has been conducting interviews for the position as a blade operator for the Highway. Hintz recommends the hiring of Andy Nosbush as blade operator 3) DeJong moved, seconded by Jaeger to hire Andy Nosbush as blade operator starting at \$15.50 per hour. All voted yes and motion carried.

Hintz also presented the 2019 Bridge Improvement Grant Awards showing Deuel County winning two awards for structures in Brandt Township. These bridges are Structure Numbers 20-065-196 and 20-065-189. Hintz can produce paperwork to show any costs involved and said it probably would be some time before the bridge work would begin starting with the bid letting process. The recommended grant amount for the structures are \$197,600 and \$208,100 respectively.

Hintz also discussed that Bituminous Paving is doing a job by Estelline SD and is putting blacktop down at \$54.85T recycled. Hints is very impressed with the price and wants to work with Bituminous and will speak more about an agreement at next meeting.

Hintz also spoke about failing bridges in the southern part of the county. A specific bridge in Norden Township on 187th Street is in need of repair/replacement. This bridge is on a low volume secondary road and connects land owned by Paul Eastman. Eastman is opposed to replacing the bridge according to DOT recommendations because any increase of water surface elevation would negatively impact his farmland. The bridge will likely not be replaced.

Chairman Rhody had questioned the breakdown of highway equipment and Hintz said everything is repaired at this time. Hintz also had purchased barricades for flooded roads for the safety of the public on township roads.

9:15 Emergency Management Sheila Monnier

EM Director Sheila Monnier met with the Commissioners to discuss issues with flooding in the county. Monnier recommended declaring an emergency/disaster in the county due to heavy snow melt and runoff. Resolution 19-08 was read. Monnier has been in contact with the townships about the disaster. The threshold is \$16,495.92 for Deuel

County to meet for disaster declaration. More damage is expected because frost is coming out and the lakes are very full. Most of the damage is to township roads and she feels the threshold will not be hard to reach. Chairman Rhody thanked Hintz and Monnier for the extra hours they have put in during this time of flooding. Discussion was held in comparing other counties. More damage to other counties adds up to state totals for more funds. The Governor won't do anything until the entire flooding event is finished which could be some time. 4) Jaeger moved, seconded by Homan to adopt Resolution 19-08 Resolution for Declaration of Emergency/Disaster. All voted yes and motion carried.

**RESOLUTION FOR DECLARATION OF
EMERGENCY/DISASTER
RESOLUTION #19-08**

WHEREAS, Deuel County South Dakota suffered severe storm damage caused by a major winter storm and extreme wind conditions on March 14 and 15, 2019; Deuel County South Dakota has also suffered from heavy snowfall and severe weather conditions from December 2018 to present

WHEREAS, Deuel County South Dakota roadway systems have been impacted by flooding that compromises safe travel in addition to eminent culvert erosion, public and private structure damages, and livestock disruption due to heavy and rapid snow melt in recent warmer temperatures

WHEREAS, Deuel County has committed all available resources and taken all possible actions within the jurisdictional boundaries to combat and to alleviate the emergency/disaster and local resources are not adequate to cope with the situation.

NOW, THEREFORE, BE IT RESOLVED by the Deuel County Commissioners at a regular meeting held on April 2, 2019, it is hereby requested that the Governor declare an emergency/disaster to exist in the County of Deuel State of South Dakota.

Dated this 2nd day of April, 2019.

Steve Rhody, Chairman
Deuel County Commission

ATTEST:

Mary J Korth, Auditor

Monnier also spoke about the malfunctioning siren on the Courthouse. She spoke with Tom Lundberg to check on siren and it needs to be repaired by a company operating out of Missouri. Lundberg is able to take down the panel and prepare it for shipping to a technician in MO. This needs to be done before the upcoming storm season as it is disconnected at present time. Monnier said repair costs will run \$350 minimum for parts

and labor with Tom Lundberg dismantling the panel and preparing it to ship to a technician in Missouri. The siren will be down during this time. 6) Jaeger moved, seconded by Kreutner to remove the siren parts and send to Missouri for repairs.

Monnier also expressed more concerns about her office space in the courthouse which will soon be addressed. She also notified the Board she will be working more hours due to disaster.

Ian Seuser was invited to meet with the Board at this time about concerns he has with flooding at his residence at 17992 SD Hwy 15 or 1 mi north of Clear Lake. He is very concerned about flooded electrical, and his structures and livestock. He presented information and had concerns and questions about culvert locations. Rhody said they will look into this more and discuss it further at the next meeting.

9:30 Drainage Board

7) DeJong moved, seconded by Kreutner to adjourn as County Commission and reconvene as the Drainage Board. All voted yes and the motion carried. Doyle Thompson, representative of The United Methodist Church of Gary requested a permit to drain on the SW4 of 11-116-48. Water would flow east into a natural drainway. Proposed length of the drain is 6000 feet using 4-6" tile. Adjoining landowners had signed off Permission To Drain.

8) Kreutner moved, seconded by Homan to approve and issue Drainage Permit #D19-01 to The United Methodist Church of Gary on above described property. All voted yes and motion carried.

Doyle Thompson also spoke of a drainage issue on his own property in Section 21-115-47. He expressed concerns about a drainage dispute, vested drainage rights and so forth. He presented photos and information and asked the Board what needs to be done to settle the dispute. The Board will further discuss and look into ordinances and vested drainage rights to determine procedures for a future formal complaint. This will be discussed in future meetings.

9) Jaeger moved, seconded by DeJong to adjourn as Drainage Board and reconvene as County Commission. All voted yes and motion carried.

10:00 John Homan

Mr. John Homan met with the Board and presented a letter written to the Commissioners expressing concerns on the future of wind towers. The letter questioned the plans of the Commissioners and members of the Zoning Board as developments move forward. His letter stated a list of recommendations which included Zoning Board replacement, ordinance changes, addressing alleged conflicts of interest and legal ramifications. Homan also presented his research on economic impact. His numbers showed little benefit to all entities over long term as well as detriment to residential development. He wants all this looked at very carefully and wants the Board to research this topic more than what has been done in the past. Chairman Rhody asked for public comments.

Craig Magadanz shared his concerns of alleged missing items on the PUC report north of Lake Alice. He spoke of an eagle's nest that was not contained on the report.

Jon Henslin was concerned about the eagle's nest as well. They both also spoke of costs and fear of costs being pushed back onto consumers.

Chairman Rhody thanked Homan and the others for all the opinions and comments.

10:15 Sheriff Cory Borg

Borg met with the Commissioners to discuss several items. Borg spoke about the 911 repeater. The Clear Lake water tower will be painted and it needs to be removed from the tower as it services many communities. VanTek communications out of Sioux Falls has been working with Borg to move the repeater to the Bar-X area or it can be moved on top of the Courthouse; VanTek says it would have better range at Bar-X. The school also has a repeater on the water tower that needs to be moved as well, VanTek will be splitting the costs between county and school. Cost is \$225/hr to climb the water tower and any other labor involved. VanTek thought the whole project would take about 6 hours. Once the water tower is completed, the repeater will be moved back. Borg said it does need to be moved because of the situation. 10) Jaeger moved, seconded by Kreutner to hire VanTek to relocate the 911 repeaters. All voted yes and motion carried.

Borg also presented the body cameras that were given to Deuel County 5 years ago through a grant. Borg would like to purchase one more for reserves at \$795.00 as they work very well and software is currently in place. Body cameras are used for every call and work well for evidence. They are audio/video and have also been used for court. 11) DeJong moved, seconded by Homan to purchase a body camera for the Sheriff's department at \$795.00. All voted yes and motion carried.

10:30 Deuel County Ag Development/Greg Toben

Toben, representing Deuel County Ag Development met with the Commissioners on how to change a super majority to majority in the future for any future economic development decisions. He wants to be in line with other counties. He will be approaching the Zoning Board and the Board of Adjustment for any recommended changes as to what is required within State Law for the ordinance to become a majority from super majority. He expressed gratitude for the support for the growth of the economics of the county.

Dennis Evenson also spoke as President of Deuel County Ag and had comments about the previous opinions of Mr. Homan. Evenson reminded the Commissioners they are policy makers. He spoke that they should consider that this is an ag community and encouraged the Commissioners to stay focused on policies. He does have concerns on the future of the Zoning Board as well. Chairman Rhody thanked them for their comments and discussion.

12) Homan moved, seconded by Jaeger to adjourn as County Commission and called for a break. All voted yes and motion carried.

10:45 Erik Peterson of Coteau Tiling/ Drainage Board

13) Homan moved, seconded by Kreutner to reconvene as the Drainage Board. All voted yes and the motion carried.

Erik Peterson of Coteau Tiling was present to discuss the drainage area near Fox Lake in Norden West Township 36-114N-48W. Many members of the public were present including affected parties Willis Kurtenbach, Attorney Todd Boyd, Paul Peterson; also Rex VanDyke and Attorney Alex Mastellar, along with State's Attorney John Knight. Peterson reviewed the maps from the prior meeting for everyone present. He made his recommendation for tiling with natural drainage to the north to Fox Lake. He presented new information of the actual installed tile lines in the area according to the most recent files. Todd Boyd argued that all the lines were not pictured including what is

being drained onto Kurtenbach's land. Peterson showed maps of the buffered lines (40 feet) and included that on the boundaries. He calculated the area in question and said there were a total of 21.31 acres being drained. Attorney Mastellar stated about 1 acre of that was abandoned tile. Arguments were made that the drainage area was clearly more than that. Chairman Rhody asked Peterson for suggestions on the dispute. Peterson said it was best to drain to the north to Fox Lake bypassing affected parties where issues arose. Attorney Mastellar and his clients offered to pay for that tiling. Chairman Rhody asked if everyone was satisfied with this solution. Currently Fox Lake is very flooded and Todd Boyd expressed concerns that future flooding will continue to increase due to these drainage issues. State's Attorney John Knight said the Commissioners decision was to decide if there were more than 20 acres affected. If it was one acre less due to abandoned tiling then no original permit was needed; if it is more than 20 acres then tiling should be done to the north with Mastellar and his clients paying for it. The Commissioners decided this needs to be settled between attorneys and make a compromise and wants to see it resolved within 60 days.

14) DeJong moved, seconded by Jaeger to adjourn as Drainage Board and reconvene as County Commission. All voted yes and motion carried.

11:30 State's Attorney John Knight

Knight met with the Commissioners to discuss a county assistance issue that was filed as an appeal. Papers will be signed and will be moved forward. Original decision had lack of information.

DeJong has been contacted about a drainage issue east of Astoria and DeJong asked for a remedy. Knight suggested to file a complaint with Drainage Officer.

NEW BUSINESS

Approve Cash Balance Sheet

15) Jaeger moved, seconded by DeJong to approve the cash balance sheet for the month of March. Roll call vote, all voted yes. Motion carried.

**DEUEL COUNTY AUDITOR'S ACCOUNT
WITH TREASURER**

END OF MONTH CASH BALANCE	March-19
CASH TOTAL	\$ 1,530.00
CHECKS TOTAL	\$ 26,778.81
CASH ITEM	\$ -
CASH CHANGE SHERIFF	\$ 50.00
TOTAL CASH ASSETS ON HAND	\$ 28,358.81

CHECKING ACCOUNT BALANCE	\$ 437,829.41
MM DNB NATIONAL BANK	\$ 4,060.83
PREMIUM MM FIRST BANK & TRUST OF TORONTO	\$4,319,416.42
CREDIT CARDS	\$ 1,033.90
CD'S \$250,000 DNB	\$ 250,000.00
\$0 FIRST BANK & TRUST	
REVOLVING LOAN	\$ 117,349.56
GRAND TOTAL CASH ASSETS	\$5,158,048.93
GL CASH BALANCE BY FUNDS:	
GENERAL	\$1,652,377.44
SP REVENUE FUNDS	\$3,018,315.39
TRUST & AGENCY FUNDS	\$ 487,356.10
townships \$75,732.41 cities \$35,696.47	
schools \$241,121.65 rural fire \$4,278.54	
TOTAL GENERAL LEDGER CASH	\$5,158,048.93

4H Building

Discussion was held about the current 4H building and plans to engage in a purchase agreement for a different building at a new location. Gary Jaeger notified the Board that First District doesn't have a policy to cover loans for this type of purchase. Some funding may be available through grants through Game Fish & Parks. The building would be multi-purpose for Shooting Sports, 4H, office space and possibly access for the Sheriff's department to hold firearms training. The County is prepared to enter a purchase agreement contingent upon funding through supplementing the 2019 budget.

16) Jaeger moved, seconded by DeJong to schedule a public hearing for April 23rd at 10:30am for the purpose of supplementing the 2019 County Building Fund budget. All voted yes and motion carried.

DOT 2019 Statewide County Pavement Marking Agreement #19-09

17) Jaeger moved, seconded by Homan to approve and sign the 2019 SD Department of Transportation Agreement (#19-09) to Provide for the Striping and Continuing Maintenance of County Roads with Deuel County as presented. All voted yes and the motion carried.

County Credit Cards

18) DeJong moved, seconded by Kreutner to cancel the current credit card user Pam Lynde (former Auditor) and approve Mary Korth, Deuel County Auditor as new user for the Deuel County Credit Card with First Bank and Trust of Toronto, also ordering a third card (in addition to one kept in the Sheriff's Office) to be kept at the Deuel County Highway Shop to be used by authorized personnel only according to the Deuel County current credit card use policies and procedures. All voted yes and motion carried.

Easter Holiday/Meeting Date Change/ Travel

19) Kreutner moved, seconded by Homan to change the meeting date of the second regular meeting in April to Tuesday, April 23 due to conflicts with the SDACO workshop training in Pierre. All voted yes and motion carried.

Governor Kristi Noem is granting administrative leave on Friday, April 19 and Monday, April 22 to all state employees for the Easter holiday. All State Offices and the Executive Branch agencies will be closed on those days. 20) Jaeger moved, seconded by Kreutner to close the courthouse and outlying departments at noon on Friday April 19th and reopening Monday, April 22 at 8am. All voted yes and motion carried.

21) DeJong moved, seconded by Rhody to approve travel expense for Director of Equalization Donna Rhody to attend the annual SD Association of Assessing Officers Conference in Deadwood May 22 and 23. All voted yes and motion carried.

Public Comments

Gary Ehlebracht from Goodwin commented about the wind turbines stating and presenting evidence that Gary Jaeger did sign a wind turbine agreement where he originally and allegedly said he did not.

A comment was made that policy makers should be concerned about the safety and health, welfare and protection of all the communities and property, not just ag policy. And that all facts should be considered when making policy.

Will Stone commented about the safety zone concerning wind turbines is not a well-known fact. He spoke of previous permits and ordinances that he feels favored the wind turbines. He spoke of setbacks of the wind turbines that should not be near his business.

Jon Henslin spoke about the PUC rejecting the application and starting all over again. He said the PUC is really watching Deuel County and what will be the final result here. He does encourage that things are done correctly.

George Holborn commented about his life in Deuel County. He spoke of the losses to Deuel County in good neighbors and good people. Holborn said the towers can be moved to where they are wanted rather than where they are not. He encouraged the Board to consider the relationship with Invenergy and do the right thing.

APPROVAL OF WARRANTS:

22) Kreutner moved, seconded by Rhody to approve all warrants as presented and those paid early to avoid service charge. All voted yes and the motion carried.

A&B Business Solutions 468.95 Supplies, A-Ox Welding Supply Company 103.40 Rental/Supplies, American Solution For Business 192.70 Supplies, At&T Mobility 381.64 Utilities, Cell Phones, Auto Value Parts Store 137.90 Repairs/Supplies, Bjerke Sanitation 193.00 Utilities, Brandt Township 192.00 Gopher Bounty, Credit Collections Bureau 137.70 Paid Fees, Clear Lake Building Center 260.21 Supplies, City Of Clear Lake 287.41 Snow Removal/Utilities, City of Watertown 4058.24 911 Surcharge, Codington County Auditor 4526.24 Prisoner Care/Pro

Ser/Supplies, Cowboy Country Stores 34.71 Fuel, Deuel County Conservation Dist 2250.00 2nd Qrt Support, Deuel County Farmers Union Oil 24480.38 Supplies/Repairs/Utilities, Deuel County Motor Supply Inc 1269.58 Supplies/Repairs, Deuel Area Development Inc 3750.00 2nd Qrt Support, Dicks Excavation Llc 8234.71 Contracted Services, Dk Diesel Injection Inc 245.00 Repairs, Dnb National Bank 50.00 Safety Dep Box Rental, Dust-Tex Service Inc 108.85 Mat Rental, Elite Drain & Sewer Cleaning 369.75 Repairs, Equipment Blades Inc 775.20 Repairs, Fritz Chevrolet Inc 1726.83 Repairs, Gates Htg & Airconditioning 131.60 Repairs, Dwayne Gordier 62.60 Mtg/Travel, Hamlin County \$88.00 SV Commission Meeting, Hidewood Township 609.00 Gopher Bounty, Hillyard/Sioux Falls 248.20 Supplies/Repairs, Holy Name Boy Scouts Troop 209 600.00 Supplies, Inter-Lakes Comm Action Inc 1612.67 Supp Comm Svc Worker, Mark Katterhagen 12.00 Bmi Hearing, Kibble Equipment Llc 133.66 Supplies, Lucy Lewno 156.50 Bmi Hearing, Lincoln Co Treasurer 88.37 Prof Svc, Darcy Lockwood 12.00 Bmi Hearing, Lyle Signs Inc 343.00 Supplies, Blue Tarp Financial, Inc 227.22 Repairs, Macksteel Warehouse, Inc. 113.20 Supplies, Craig Magedanz 60.92 Mtg/Travel, Mailfinance 600.18 Postage Machine Rental, Matthew Bender & Co., Inc. 55.44 2019 Supp Set Court Rules, Maynards 111.01 Supplies, Nelson Law Office Pc 776.00 Caa Fees, National Sheriffs' Association 60.00 Membership Dues, Northwestern Energy 1238.17 Utilities, Office Peeps Inc 963.74 Supplies, Ottertail Power Co 87.97 Utilities, Nathan Palm 59.24 Mtg/Travel, Payroll Processing Fee 12.94, Pipemasters 175.00 Repairs, Powerplan Oib 86.07 Repairs/Supplies, Prairie Lakes Healthcare Sys 1900.00 Prof Svc, Rc Technologies 150.00 911 Utilities, Rob's Locker & Catering 775.00 Cater Weed Bd Meeting/Travel, Running's Supply Inc 130.62 Supplies, Branden Salzer 62.60 Mtg/Travel, Sanford Health 69.00 Prof Svc and \$2085.15 Flex Fees, Sanford Clinic 2777.25 Co Health Nurse Cnt, Sd Dept Of Transportation 97.52 Prof Svc, Sd Dept Of Transportation 2082.40 Fuel, Sd Federal Property Agency 310.00 Supplies/Sand Bags, State Of Sd 220.00 Prof Svc, Assn Of Sd Co Weed & Pest Bd 150.00 2019 Dues, Sd Public Assurance Alliance 73391.77 Liability/Auto/Property Ins, Sioux Falls Two Way Radi 274.92 Repairs, Share Corporation 267.62 Supplies, Sioux Valley Co-Op 167.87 Supplies, Star Laundry 129.46 Mat Rental, Titan Machinery-Watertown 106.12 Repairs, Transource Truck & Equip Inc 237.50 Repairs, Ultra-Connecting Point 370.00 Prof Svc, Vantek Communications 468.50 Supplies/Repairs, W.W. Tire Service Inc 5694.20 Repairs, Westside Animal Clinic Pc 371.43 Vet Services K9, Wheelco Truck & Trailer Parts 235.33 Repairs/Supplies, Kristin A Woodall 60.80 Prof Svc, Yankton Co Sheriff's Office 50.00 Prof Svc

23) Kreutner moved, seconded by Jaeger to adjourn. All voted yes. Meeting adjourned.

Mary J Korth, County Auditor

Steve Rhody, Chairman

Published One Time at the Approximate Cost of ____

Garry Ehlebracht

MISC 2017 3221

STATE OF SOUTH DAKOTA-COUNTY OF DEUEL-SS
FILED FOR RECORD THE 7TH DAY OF **NOVEMBER**
2017 AT **12:25 O'CLOCK PM** AND RECORDED
IN BOOK **2017** OF **MISC** PAGE **3221**
Casey Severson Renee Engelle
Register of Deeds Deputy
RF: \$30.00 RT: NEXTERA ENERGY-SASE-UPS

**PREPARED BY &
AFTER RECORDING RETURN TO**

Joshua Escoto, Esq.
NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
(561) 694-4662



RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
ASSOCI. 8pg 1890

(This space reserved for recording information)

MEMORANDUM OF LEASES AND EASEMENTS

county Commissioner
voted for Ordinance
Gary I. Jaeger and Dennis A. Jaeger, as Co-Partners operating in the name of "Jaeger Farms", a South Dakota Partnership ("Owner"), and Crowned Ridge Wind II, LLC, a Delaware limited liability company ("Operator"), an affiliate of NextEra Energy Resources, LLC, a Delaware limited liability company. Owner and Operator have entered into that certain Wind Farm Lease and Easement Agreement whereby Owner granted to Operator an exclusive option ("Option") for the following leases and easements (jointly and severally, the "Leases and Easements"):

- (1) Turbine Site Lease with Access Rights
- (2) Met Tower Lease with Access Rights
- (3) Collection Lease with Access Rights
- (4) Construction Right
- (5) Wind Non-Obstruction Easement
- (6) Effects Easement
- (7) Overhang Right
- (8) Telecommunication Facilities

encumbering all or portions of the real property described in **Exhibit A-1** attached hereto and made a part hereof (the "Owner Property").

1. As to the Option, the period during which the Option may be exercised shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date ("Initial Option Term"). The Initial Option Term may be extended for one twenty-four (24) month extension period ("Extended Option Term"). References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term, unless expressly stated otherwise. Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term.

2. The terms and conditions of the Leases and Easements are as set forth in that certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator (the "Agreement");

3. In the event the Option is exercised, the term of the Leases and Easements commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

4. As to the Wind Non-Obstruction Easement:

(a) Along with the Option Notice, Operator shall deliver to Owner the description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement, which shall become **Exhibit A-2** to the Agreement.

(b) Along with the Option Notice, Operator shall deliver to Owner the description of the real property benefiting from the Wind Non-Obstruction Easement and the description of the vertical and horizontal angles, expressed in degrees and distances from the Turbine Sites as defined in the Agreement, in which an obstruction to the wind is prohibited or limited, which shall become **Exhibit A-2** to the Agreement.

5. Pursuant to the terms and conditions of the Agreement:

(a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Owner Property. Any of the Owner's activities, or any grant of rights by Owner to a third party, on Owner Property, as defined in the Agreement or on adjacent property shall not, now or in the future, interfere in any way with the rights of Operator under the Agreement.

(b) The Leases and Easements and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.

(c) The remaining terms and conditions of the Wind Easement, including but not limited to the terms and conditions under which this Wind Non-Obstruction Easement is granted or may be terminated, are as set forth in the Agreement.

6. The address of the Owner is:

Jaeger Farms
Gary I. Jaeger and Dennis A. Jaeger, Co-Partners
46877 170th Street
Goodwin, SD 57238

The address of the Operator is:

Crowned Ridge Wind II, LLC
700 Universe Boulevard
Juno Beach, Florida 33408-2683
Attn: Land Services

7. **Option to Convert.** During the term of the Leases and Easements granted in the Agreement, as may be extended, Owner grants to Operator the option to convert the Leases to Easements, and the Easements to Leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such converted Easements and Leases shall be the same as the terms and conditions of the original Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner and Operator have executed this Memorandum effective as of the date first written above.

Operator:

Crowned Ridge Wind II, LLC,
a Delaware limited liability company

By: _____

John Di Donato
John Di Donato, Vice President

OPERATOR ACKNOWLEDGEMENT

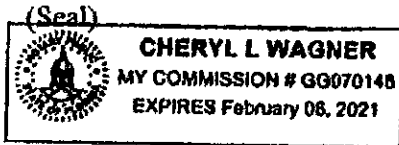
STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH

On this 15 day of September 2017, before me, the undersigned officer, personally appeared John Di Donato, who acknowledged himself to be the Vice President of Crowned Ridge Wind II, LLC and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.



Cheryl L. Wagner

Notary Public

My Commission Expires: _____

EXHIBIT A-1

Legal Description of Owner Property

Parcel 1:

North Half (N½) of Section 35, Township 117 North, Range 50 West of the 5th P.M., (Rome Township), Deuel County, South Dakota, LESS the East 122 feet of the West 1,426 feet of the South 565 feet and the East 198 feet of the West 1,624 feet of the South 312 feet, LESS the East 16 feet of the West 1,320 feet of the South 16.5 feet (which is a part of Outlot 1), located in the Northwest Quarter (NW¼) of Section 35, Township 117 North, Range 50 West of the 5th P.M., Deuel County, South Dakota.

Parcel 2:

Northeast Quarter (NE¼) of Section 28, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota, LESS Jaeger Addition located in the Northeast Quarter (NE¼) of Section 28, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.

Parcel 3:

Northwest Quarter (NW¼) of Section 27, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.

Parcel 4:

Southwest Quarter (SW¼), EXCEPT the South 731 feet of the West 1,326 feet, all in Section 27, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.

HOLDING PAGE FOR EXHIBIT A-2

**Legal Description of Wind Non-Obstruction Easement Property and Description of Wind
Non-Obstruction Easement in Vertical and Horizontal Angles & Legal Description of Real
Property Benefiting from Wind Non-Obstruction Easement
To be Delivered with Option Notice**

Wind Turbine Effects on Horses

We moved from White to get away from Wind Turbines. Now we are in rural Goodwin and are dealing with them again. We hate the thought of having to move again. We have been a retirement home for horses from a therapeutic riding center for almost 30 years. Rio, was an exception, he came from a cancer patient friend of mine, who could not take care of him anymore. Last May, Mister, our 38 year old (which is very old for a horse), health started to fail. We knew we were going to have to put him down, which the vet confirmed. Instead of getting another horse, like we would have done, because of the wind towers, we decided not to. Most horses have to have a buddy or they will go ballistic by themselves, Rio would go ballistic. We found a turbine area free home for Rio with 3 other horses.

You may ask, why didn't we just get another horse? We don't want to torture our animals with the noise, shadow flicker, vibration, air turbulence, low frequency noise, stress, etc. Horse's reaction would be to run away from all the effects.

A study was conducted by then PHD candidate Mariana Alves-Pereina, after horses born or raised developed asymmetric flexural limb deformities shortly after wind turbines became operational in November 2006. There were no other changes in the area during that time.

Mariana wrote "Tissue analyses of the defected tendons were preformed and revealed the classical features of Low Frequency Noise (LFN)-induced biological responses: thickening of blood vessel walls due to proliferation of collagen in the absence of an inflammatory process."

The study on 11 foals showed issues with front limb, including coffin/pedal bone rotation and clubbed feet. Several of the horses had to be euthanized. The towers were installed 984-2297 feet from their farm. The study showed healthy horses brought into the farm showed adverse effects shortly afterwards.

I have also read that dairy cows will not produce as much milk. There has been a higher death rate among calves, and other animals. We know they are bird and bat killers.

If that what is does to horses, what does it do to cattle, other animals, and what does it do to us?

How many people in the 3 counties participants and non-participants understand what kind of effects the wind turbines are going to have on them? They won't hear it from NextEra. The setback should be at least 2 miles from ALL residences in town and rural. Personally, I would prefer 10 miles.

Amy Rall
Amy Rall

8/25/19


, GARDNER, SD

EL19-027 - In the Matter of the Application by Crowned Ridge Wind II, LLC for a Permit of a Wind Energy Facility in Deuel, Grant and Codington Counties

- After attending public WES hearings for over 2 years, it amazes me how many issues that will greatly impact health, safety, welfare, quality of life and danger to whole communities and the environment are still being glossed over. When will this Commission quit playing Russian Roulette with rural residents' lives?
- I live 7 miles from the DR I footprint. During the process was treated like I should not have been there asking questions and trying to protect the quality of life for my family and community.
 - Now about a year later, during the CRI hearing an expert hired by wind, Jay Haley, and excepted as such by this Commission, confirmed the noise from Dakota Range will affect people and property 25 miles away. This should concern the Commission as they did not have all the information to make fully informed permitting decision. Now that this Commission is aware, will the Commission require notice to all effected properties?
- During PUC Docket 18-019 public hearing, this Commission was asked several times about burying the transmission lines, associated with the proposed project.
 - Now a year later during the CRI hearing, NextEra wind engineer Mark Thompson stated "And with wind and ice, your weak link becomes that transmission line." Just wonder how many impacts, will we learn about a year or two later that should be addressed before getting a permit.
 - I also would like to ask, will this Commission require Crowned Ridge to remove the transmission lines to nowhere if the court systems find the local and state permits illegal or invalid?
- How many lawsuits are against this applicant in SD? There are two in Grant County as the CUP is for both CRI and CRII. Will there be more? Is it wise for the Commission issue permit to applicants when the outcome of those lawsuits is unknown?
- This Commission has heard many times concerns about liens and mortgages being placed on easement holders. I have brought documents to show that ~~the~~ Wholly Owned Subsidiary of NextEra as is the the applicant, has caused both liens and mortgages. If this happens in this proposed project will it affect a

farmer's ability to get an operating loan or sell his property?

- The applicants affiliate or entity in 2012 sent a letter to many landowners stating they **would not be renewing** the agreement because of several criteria, including **wind resource and environmental**. But here we are today, why is that? Could it be so the applicant with this proposed project can fleece American taxpayers to the tune of more than \$32 million in PTC's, all while destroying the goodness of rural South Dakota.
- During the CRI discovery, the intervenors asked for the capacity factor. We were told it was confidential. The capacity factor is in the public domain. I have provided the documents from the MN PUC docket NO E002/AA-19-293.
 - Will the Commission question the methods to arrive at that capacity factor? Would that number be the same if the applicant paid taxes on the capacity factor instead of the production? What is the true net electricity produced after all the turbines usage from the grid is removed? Will the public ever get to see that number? What number and method does the applicant use to present all the estimated revenue projected to schools, townships, and counties? In the CRI docket we were given several different answers.
- For this proposed project I have included Register of Deeds documents from Deuel and Codington Counties. These include a BOA member with a conflict of interest, is receiving turbine CRII 70, who has influenced the BOA and voted on WES ordinances. Also included is memorandums for wind leases and easements, showing the grantor will be paid for effects, noise and non-obstruction easements for land in the contract and adjacent properties. **Nonparticipants have given the applicant no permission to have effects, noise or non-obstruction**. What SDCL gives the Commission the authority to force nonparticipants land to be encumber with the industrial waste from the applicant? I was not able to find on the public record the so-called confidentiality agreements. Why is that? If the proposed project is so great for our communities, why has the proposed project that has been being worked on since 2007 been hidden from the public until 2017?
- The applicant has omitted receptors and let's call a receptor what it is a **HOME**. The Commission has the duty and the public has the right to know the effects to homes and property lines inside the footprint and well, according to the applicants freshly licensed P.E. Jay Haley, noise effects properties 25 miles away from a turbine.

- In a year or two what omissions might come to light, and how that will affect our lives? Who will be held liable for the destruction of our health, safety, welfare and quality of life?

Methods

131 turbines x 2.3 MW = 301.3 MW

301.3 MW x 8,760 hours = 2,639,388 MW 100% efficiency

2,639,388 x 50.9% efficiency = 1,343,488.492 MW

1,343,488.492 x \$24 PTC = \$32,242,763.808 million

\$32,242,763.808 / 131 turbines = \$246,127.97 per turbine per year.

Kristi Nogen
Twin Brooks, SD

Crowned Ridge Wind, LLC

August 9, 2019

Re: Notice for Start of Construction
Crowned Ridge Wind, LLC
Crowned Ridge Wind Farm

Dear Landowner:

I would like to inform you that Crowned Ridge Wind, LLC (CRW) plans to commence construction of the up to 300 MW Crowned Ridge Wind Farm (Project) located in Grant and Codington County, South Dakota no earlier than August 29, 2019.

Enclosed, for your information, please find the following Project-related documents:

- Exhibit A: A copy of the Final Decision and Order Granting Permit to Construct Facility
- Exhibit B: Detailed Safety Information
- Exhibit C: Project construction/maintenance damage compensation plans & procedures
- Exhibit D: Project Public Liaison Officer Information

CRW will be working with Blattner Energy Inc. (Blattner) who will be constructing the Project. In addition, CRW will have an on-site representative, who will oversee Project construction in cooperation with Blattner.

For your information, we have included the South Dakota Public Utilities address, phone number and website as well as the contact information for the onsite construction manager.

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 E. Capitol Ave.
Pierre, South Dakota 57501-5070
(605) 773-3201
<https://puc.sd.gov/>

Crowned Ridge Wind, LLC
Dick Rausch
(512) 971-5450
Dick.Rausch@nexteraenergy.com

We look forward to addressing any questions you may have and working with you through the construction and operations of the Project.

Sincerely,



Tyler Wilhelm
Senior Project Manager
Crowned Ridge Wind, LLC

Source Fee Docket 19-003
Exhibit I-31

Recorded 3/25/2019 1:56:09 PM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 17749 Fee: \$30.00

L- 01418 F- 00474 - 00476 (3)

RECEIVED IN TUSCOLA COUNTY
MARCH 25, 2019 01:32:19 PM

CLAIM OF LIEN
(Under the Construction Lien Act of 1980)

Notice is hereby given that on the 14th day of June, 2018, Gentner Excavating, LLC, 392 County Road 50, Avon, MN 56310-8661 first provided labor or material for an improvement to:

See attached Legal Description

the owner of which property is Montei, Inc., 3358 W. Fairgrove Road, Fairgrove, MI 48733 and the easement holder, who is also the owner of the construction project, is Pegasus Wind, LLC, 700 Universe Boulevard, Juno Beach, FL 33408. The last day of providing the labor or material was the 27th day of December, 2018.

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A CONTRACTOR,
SUBCONTRACTOR, OR SUPPLIER:

The lien claimant's contract amount, including extras, is \$4,155,059.66. The lien claimant has received payment thereon in the total amount of \$2,409,154.46 and therefore claims a construction lien upon the above-described real property in the amount of \$1,745,905.20.

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A LABORER:

The lien claimant's hourly rate including fringe benefits and withholdings is \$_____.
There is due and owing to or on behalf of the laborer the sum of \$_____ for which the laborer claims a construction lien upon the above-described real property.

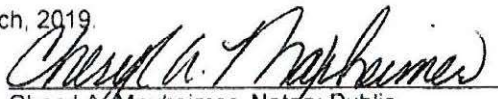
(IF APPLICABLE COMPLETE THE FOLLOWING)

The construction lien having been assigned, this claim of lien is made by _____
as assignee thereof.


Amber Gentner, Authorized Agent
Gentner Excavating, LLC
7603 Munford Road, Ruth, MI 48470

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

Subscribed and sworn to before me this 25th day of March, 2019.


Cheryl A. Maxheimer, Notary Public
Genesee County, Michigan
My commission expires: 01-25-2022
Acting in Genesee County, Michigan

PREPARED BY AND WHEN RECORDED, RETURN TO: Alan F. Himelhoch (P41665), WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIMELHOCH, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI 48439; (810) 579-3600



001328

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

Cheryl A. Maxheimer of the Township of Grand Blanc, in said County, being duly sworn, says that on the 20th day of March, 2019, she served a true copy of a notice of furnishing upon Montei, Inc. and Pegasus Wind, LLC

or (b) X certified mail
by mailing the same to: Montei, Inc., 3358 W. Fairgrove Road, Fairgrove, MI 48733;
Montei, Inc., Attn: Jeff Montei, Resident Agent, 3358 W. Fairgrove Road, Fairgrove,
MI 48733 and Pegasus Wind, LLC, 700 Universe Boulevard, Juno Beach, FL 33408

Cheryl A. Maxheimer of the Township of Grand Blanc, in said County, being duly sworn, says that on the 20th day of March, 2019, she served a true copy of a notice of furnishing upon Blattner Energy, Inc.

or

(b) X certified mail
by mailing the same to: Blattner Energy, Inc., 392 County Road 50, Avon, MN
56310-8661

C Cheryl A. Maxheimer
Cheryl A. Maxheimer

his 25th day of March, 2019.


Gina M. Herron, Notary Public
Genesee County, Michigan
My commission expires: 09-17-2025
Acting in Genesee County, Michigan

Photos - Screenshot (1204).png

See all photos + Add to

Tuscola County

Document 20180001026617

https://countyfusion7.kofiletech.us/countyweb/main.jsp?countyname=TuscolaMI

SDLCR Codified La... SDLCR - 2019 Sessi... SDLCR Rule 20-10...

Other bookmarks

Tuscola County Register of Deeds

Home | Search Public Records | Search Guide | Preferences | Print Queue

Need Help? | Log Out

Search Details - General Index Date: 06/03/19

Save Image Hide/Show Details Back to Results Back to Criteria

History: BK 01355 PG 00959 MORTGAGE

Instrument Information

Instrument Status: Recorded and Verified document

Instrument Type: **MORTGAGE**

Volume: **OPR**

Liber/Page: 01355 / 00959 Prev Next

Number of Pages: 89

Recorded Date: 07/28/2016 09:11:00 AM

Executed Date: 07/07/2016

Consideration:

Build: 1053 190506_1233_A19_MAR
©All rights reserved, Tuscola County

Powered By **KOFILE**

tuscola wind to pe...pdf 20180001026617.pdf juniata land tuscol...pdf 20170001013065.pdf juniata land tuscol...pdf Show all

Type here to search

10:38 PM 8/19/2019

MORTGAGE
This is a Future Advance Mortgage

THIS MORTGAGE (this "Mortgage") is made as of July 14, 2016 by TUSCOLA WIND II, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office c/o Nextera Energy Resources, LLC, 700 University Boulevard, Juno Beach, Florida 33408-0428 (the "Mortgagor"), to MUFJ Union Bank, N.A., having an office at Attention: Corporate Trust Account Administration, 350 California Street, 11th Floor, San Francisco, California 94104, as collateral agent for the benefit of the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Mortgagee").

WITNESSETH

view image

source internet
pg 1 of 3

001330

profile is not specific to the wind farm in question. Towards this end, a recent year will have generation values from more wind farms than an earlier year.

3. MISO's operations and transmission limitations change over time as new wind farms and new transmission lines are built. A recent year is likely to be more representative of future conditions (i.e. generation volumes net of curtailment) than an earlier year.

The 2019 Typical Wind Year profile includes wind generation data from 2018 for January, February, March, and July, data from 2017 for April, May, September, November, and December, and data from 2016 for June, August, and October.

Constructing Generation profiles for the TWY

As mentioned earlier, actual generation data is generally used for the TWY profile rather than generation profiles based upon wind speed data and turbine power curves. Some wind farms on the NSP system do not have generation data for all the months in the TWY profile because they were not yet operational during these months. This issue is addressed by using available generation data to determine the most highly correlated, geographically proximate wind farm and appropriately scaling the generation from the existing wind farm to the new wind farm.

- The Odell profile is based on the combined profile shapes of the Jeffers and Big Blue wind farms, but is based on the relatively higher Odell capacity factor during periods of time with generation data from all three wind farms.
- The Courtenay profile is based on the combined profile shapes of the Velva and Grant County wind farms, but is based on the relatively higher Courtenay capacity factor during periods of time with generation data from all three wind farms.
- Smaller, older wind farms occasionally have outages which can last for months at a time. For currently active wind farms with historic monthly periods of zero generation, a generation profile is created from a wind farm of similar size and geographic location with good generation data which is scaled to match the capacity of the wind farm with zero generation.

Generation profiles for future wind farms with no generation data were derived by using the empirical power conversion from a recently built NSP wind farm to convert wind speed data from a wind farm which is geographically proximate to the future wind farm. In order to account for geographic diversity, the wind speed profiles were shifted either earlier or later by an hour. In order to match the expected capacity factors of future farms built with newer turbine technology, a wind speed adder was applied to all hours of the profile.

- The 300.6 MW Crowned Ridge Build-Owned-Transfer (“BOT”) profile was derived using MinnDakota wind speed data with a -2 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 0.701 mps applied to all hours in order to achieve the expected capacity factor of 50.9%.
- The 300.6 MW Crowned Ridge Purchased Power Agreement (“PPA”) profile was derived using MinnDakota wind speed data with a -1 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.471 mps applied to all hours in order to achieve the expected capacity factor of 50.72%.
- The 302.4 MW Dakota Range self-build profile was derived using MinnDakota wind speed data with a 0 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.004 mps applied to all hours in order to achieve the expected capacity factor of 46.0%.
- The 150 MW Dakota Range 3 PPA profile was derived using MinnDakota wind speed data with a +1 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.004 mps applied to all hours in order to achieve the expected capacity factor of 46.0%.
- The 200 MW Freeborn self-build profile was derived using Pleasant Valley wind speed data with a -2 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.244 mps applied to all hours in order to achieve the expected capacity factor of 49.3%.
- The 200 MW Blazing Star 1 self-build profile was derived using MinnDakota wind speed data with a -2 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.7845 mps applied to all hours in order to achieve the expected capacity factor of 53.9%.
- The 200 MW Blazing Star 2 self-build profile was derived using MinnDakota wind speed data with a -1 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 0.877 mps applied to all hours in order to achieve the expected capacity factor of 52.6%.
- The 150 MW Foxtail self-build profile was derived using Grant County wind speed data with a -3 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 1.269 mps applied to all hours in order to achieve the expected capacity factor of 53.5%.
- The 105.6 MW Clean Energy #1 PPA profile was derived using Border wind speed data with a +2 hour offset, the Border wind farm empirical power curve, and a wind speed adder of -1.324 mps applied to all hours in order to achieve the expected capacity factor of 43.21%.
- The 100.2 MW Lake Benton BOT repower was derived using MinnDakota wind speed data with a 0 hour offset, the Border wind farm empirical power

Boulevard Associates, LLC

700 Universe Blvd.
Juno Beach, FL 33408-2683

8/31/2012

JAEGER FARMS

GOODWIN, SD 57238-5024

Re: Wind Farm Agreement

Dear JAEGER FARMS,

As you are aware, the wind farm agreement we have on your property renews annually. After a thorough review of the opportunities for wind energy in your area, we have decided to not renew your agreement at this time.

I want to personally thank you for your participation and cooperation as we gathered data for a potential wind project in your community. The decision to discontinue your agreement was based on a list of criteria, including market opportunities, wind resource and environmental that leads us to the decision to terminate your wind farm agreement with Boulevard Associates, LLC. Based on this determination, we will also be discontinuing any further payments.

We will continue to monitor this region. If market conditions change and we believe this project is viable in the future, we will contact you. Should you have any questions please feel free to contact me at (561) 691-7240.

Sincerely,

Scott Scovill
Director Development

cc: Mikel Greene

Source: Public Document Filed
in Devel County Register
of Deeds Office
1 of 247 alike letters
on file in Devel County,

001333

MISC 2009 30 12

Source →

STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - SS
FILED FOR RECORD THE 9TH DAY OF JANUARY
20 09 AT 1:55 O'CLOCK P M AND RECORDED
IN BOOK 2009 OF MISC PG. 3012
Candice L. Fisher
Register of Deeds Deputy
RF: \$24.00 RT: FPL

AFTER RECORDING RETURN TO

Kevin C. Reive, Esq.
FPL Energy, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 304-5682



RECORDED —
NUMERICAL —
GRANTOR —
GRANTEE —
SAT. ASSG. #28

MEMORANDUM OF LEASES AND EASEMENTS

THIS MEMORANDUM OF LEASES AND EASEMENTS is dated as of the 15 day of August, 2008 ("Memorandum") by and among Gary I. Jaeger and Dennis A. Jaeger, co-partners operating in the name of "Jaeger Farms", a South Dakota partnership (collectively, the "Owner"), and Boulevard Associates, LLC, a Delaware limited liability company ("Operator"), an affiliate of FPL Energy, LLC, a Delaware limited liability company. Owner and Operator have entered into that certain Wind Farm Lease and Easement Agreement whereby Owner granted to Operator an exclusive option ("Option") for the following the following leases and easements (jointly and severally, the "Property Rights"):

- (1) Turbine Site Lease with Access Rights
- (2) Met Tower Site Lease with Access Rights
- (3) Collection Facilities Lease with Access Rights
- (4) Construction Access Right
- (5) Wind Non-Obstruction Easement
- (6) Noise Easement

covering all or portions of the real property described in **Exhibit A-1** attached hereto and made a part hereof (the "Owner Property").

1. As to the Option, the period during which the Option may be exercised ("Option Term") shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date ("Initial Option Period"). The Option Term may be extended for one twenty-four (24) month extension period ("Extended Option Period"). Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term.

001334

(This space reserved for recording
information)

2. As to the Owner Property:

(a) The Owner Property was granted by, and the terms and conditions of the Property Rights are as set forth in, that certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator dated August 15, 2008 (the "Agreement");

(b) The term of the Property Rights commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

3. As to the Wind Non-Obstruction Easement:

(a) The description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement is set forth in **Exhibit A-2** attached hereto:

(b) The description of the real property benefiting from the Wind Non-Obstruction Easement and the description of the vertical and horizontal angles, expressed in degrees and distances from the Turbine Sites as defined in the Agreement, in which an obstruction to the wind is prohibited or limited is also set forth in **Exhibit A-2** attached hereto.

(c) The remaining terms and conditions of the Wind Easement, including but not limited to the terms and conditions under which this Wind Non-Obstruction Easement is granted or may be terminated, are as set forth in the Agreement.

4. Pursuant to the terms and conditions of the Agreement:

(a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Owner Property. Any of the Owner's activities, or any grant of rights by Owner to a third party, on Owner Property, as defined in the Agreement or on adjacent property shall not, now or in the future, interfere in any way with the rights of Operator under the Agreement.

(b) The Property Rights and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.

(This space reserved for recording
information)

5. The address of the Owner is:

Jaeger Farms, a South Dakota Partnership
Attn: Gary Jaeger and Dennis Jaeger
46877 170th Street
Goodwin, South Dakota 57238
Telephone: (605) 795-3571

The address of the Operator is:

Boulevard Associates, LLC
700 Universe Boulevard
Juno Beach, FL 33408-2683
Attn: Business Manager

6. **Option to Convert.** During the term of the Leases and Easements granted in the Agreement, as may be extended, Owner grants to Operator the option to convert the Leases herein contained to Easements, and the Easements to Leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such easements and leases shall be the same as the terms and conditions of the Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

STATE OF SOUTH DAKOTA-COUNTY OF DEUEL-SS
FILED FOR RECORD THE **7TH** DAY OF **NOVEMBER**
2017 AT **12:25**O'CLOCK **PM** AND RECORDED
IN BOOK **2017** OF **MISC** PAGE **3221**
Casey Severson *Renee Engelke*
Register of Deeds Deputy
RF: \$30.00 RT: NEXTERA ENERGY-SASE-UPS



RECORDED ✓
NUMERICAL ✓
GHANTOR ✓
GRANTEE ✓
8pg 1890

**PREPARED BY &
AFTER RECORDING RETURN TO**

Joshua Escoto, Esq.
NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
(561) 694-4662

(This space reserved for recording information)

MEMORANDUM OF LEASES AND EASEMENTS

Gary I. Jaeger and Dennis A. Jaeger, as Co-Partners operating in the name of "Jaeger Farms", a South Dakota Partnership ("Owner"), and Crowned Ridge Wind II, LLC, a Delaware limited liability company ("Operator"), an affiliate of NextEra Energy Resources, LLC, a Delaware limited liability company. Owner and Operator have entered into that certain Wind Farm Lease and Easement Agreement whereby Owner granted to Operator an exclusive option ("Option") for the following leases and easements (jointly and severally, the "Leases and Easements"):

- (1) Turbine Site Lease with Access Rights
- (2) Met Tower Lease with Access Rights
- (3) Collection Lease with Access Rights
- (4) Construction Right
- (5) Wind Non-Obstruction Easement
- (6) Effects Easement
- (7) Overhang Right
- (8) Telecommunication Facilities

encumbering all or portions of the real property described in **Exhibit A-1** attached hereto and made a part hereof (the "Owner Property").

1. As to the Option, the period during which the Option may be exercised shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date ("Initial Option Term"). The Initial Option Term may be extended for one twenty-four (24) month extension period ("Extended Option Term"). References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term, unless expressly stated otherwise. Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term.

2. The terms and conditions of the Leases and Easements are as set forth in that certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator (the "Agreement");

3. In the event the Option is exercised, the term of the Leases and Easements commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

4. As to the Wind Non-Obstruction Easement:

(a) Along with the Option Notice, Operator shall deliver to Owner the description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement, which shall become Exhibit A-2 to the Agreement.

(b) Along with the Option Notice, Operator shall deliver to Owner the description of the real property benefiting from the Wind Non-Obstruction Easement and the description of the vertical and horizontal angles, expressed in degrees and distances from the Turbine Sites as defined in the Agreement, in which an obstruction to the wind is prohibited or limited, which shall become Exhibit A-2 to the Agreement.

5. Pursuant to the terms and conditions of the Agreement:

(a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Owner Property. Any of the Owner's activities, or any grant of rights by Owner to a third party, on Owner Property, as defined in the Agreement or on adjacent property shall not, now or in the future, interfere in any way with the rights of Operator under the Agreement.

(b) The Leases and Easements and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.

(c) The remaining terms and conditions of the Wind Easement, including but not limited to the terms and conditions under which this Wind Non-Obstruction Easement is granted or may be terminated, are as set forth in the Agreement.

6. The address of the Owner is:

Jaeger Farms
Gary I. Jaeger and Dennis A. Jaeger, Co-Partners
46877 170th Street
Goodwin, SD 57238

The address of the Operator is:

Crowned Ridge Wind II, LLC
700 Universe Boulevard
Juno Beach, Florida 33408-2683
Attn: Land Services

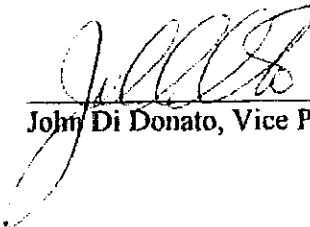
7. **Option to Convert.** During the term of the Leases and Easements granted in the Agreement, as may be extended, Owner grants to Operator the option to convert the Leases to Easements, and the Easements to Leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such converted Easements and Leases shall be the same as the terms and conditions of the original Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owner and Operator have executed this Memorandum effective as of the date first written above.

Operator:

Crowned Ridge Wind II, LLC,
a Delaware limited liability company

By: 
John Di Donato, Vice President

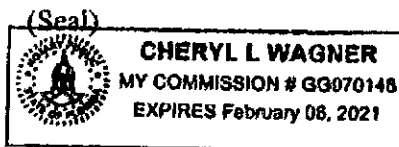
OPERATOR ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)ss:

On this 15 day of September, 2017, before me, the undersigned officer, personally appeared John Di Donato, who acknowledged himself to be the Vice President of Crowned Ridge Wind II, LLC and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.



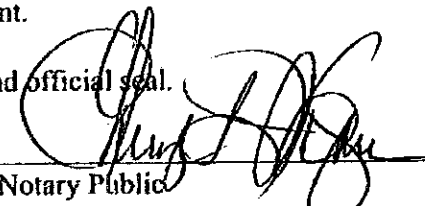

Notary Public
My Commission Expires: _____

EXHIBIT A-1

Legal Description of Owner Property

Parcel 1:

North Half (N½) of Section 35, Township 117 North, Range 50 West of the 5th P.M., (Rome Township), Deuel County, South Dakota, LESS the East 122 feet of the West 1,426 feet of the South 565 feet and the East 198 feet of the West 1,624 feet of the South 312 feet, LESS the East 16 feet of the West 1,320 feet of the South 16.5 feet (which is a part of Outlot 1), located in the Northwest Quarter (NW¼) of Section 35, Township 117 North, Range 50 West of the 5th P.M., Deuel County, South Dakota.

Parcel 2:

Northeast Quarter (NE¼) of Section 28, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota, LESS Jaeger Addition located in the Northeast Quarter (NE¼) of Section 28, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.

Parcel 3:

Northwest Quarter (NW¼) of Section 27, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.

Parcel 4:

Southwest Quarter (SW¼), EXCEPT the South 731 feet of the West 1,326 feet, all in Section 27, Township 117 North, Range 50 West of the 5th P.M. (Rome Township), Deuel County, South Dakota.