

February 5, 2018

Rodney A. Christman

██████████
Clark SD 57225
██████████

Re: EL17-055 CROCKER WIND FARM APPLICATION

Dear Madam Chairperson and members of the SD Public Utility Commission,

My name is Rod Christman. I live and farm inside of the project area and I support the Crocker Wind Farm Project for many reasons, some of which include:

- Wind is a renewable, environmentally safe form of energy and reduces CO2 emissions (which have been proven to contribute to illnesses and death) creating cleaner air for us to breathe. It reduces overall water usage, (as compared to traditional energy sources), which means local water sources remain pure and clean to drink.
- We all like electricity! Wind is cost effective. I am a retired pipefitter-welder and have worked on power plants over 40 years. I can even envision the possibility of a combined cycle plant such as Deer Creek Station, (located near White SD), built in the area to aid in carrying the load when the wind doesn't blow. We also have Northern Border Pipe Line running through northern Clark County. Construction and maintenance provide more people to the area and good paying jobs.
- As a landowner, farmer and rancher, I look at the lease I signed with Geronimo as a cash crop which is **stable**. Bankers prefer that! The added crop and land values could keep farms in families for generations.
- The community benefits from this project cannot be ignored. Income to townships, our county and state will provide improvements beyond measure, including a huge tax relief. An added Community Fund, controlled by a board of **local** residents, will provide a guaranteed income to be used in various ways. Our schools will benefit not only through funding, but by increased enrollment.

The strongest local opponents have moved here in recent years and do not make their living off the land. They have done that elsewhere. Yet, they are trying to dictate how we, as landowners, farm and secure our income sources! I have personally heard comments such as "I just don't want to look at them" and "we want to see the sunrises". I feel our community's and landowner's welfare, income and economic vitality is being sacrificed for the opponents' own personal preferences. Our private property rights are at stake!

Back in 2003, the county made a decision to set conditions requiring people interested in building a house in rural areas to sign an easement in order to protect rural landowners from the new homeowner attempting to limit the landowner's ability to use his rural property for income and agricultural

purposes. The new home site owners signed agreements that they wouldn't attempt to stop us from using our land for legal purposes and they were made aware that there is dust, noise and other realities in the rural area that isn't always *perfect* just for their enjoyment! The county should be doing more to enforce these easements to protect rural landowner rights. This is **not** a residential area. These are working lands! I am enclosing copies of Agricultural Easements from seven of the opponents who signed with full knowledge they were moving to and/or building homes in an agricultural area. This easement is in accordance with the conditions set forth in the decision of Clark County, dated July 1, 2003.

Clark County's original ordinance of a 1000 foot setback was in place at the time the Clark County Board of Commissioners granted the Conditional Use Permit. In my opinion, it was not only disappointing, but flat out wrong for the Commissioners to add an amendment, such as changing the 1000 foot setback to a ¼ mile setback in mid-stream without basis in fact. Unfortunate repercussions have resulted and have put the project in jeopardy. Geronimo Energy is doing everything possible to bend over backwards to agree in order to move this necessary project forward for the benefit of our county and state and I will support the decisions they make.

It is my desire to make public my concern of the loss of my property rights. I will make my voice heard in the upcoming Clark County Commissioner elections! I not only hope, but **expect** the Commissioners to read the South Dakota County Commissioner's Handbook, especially under the heading of "What are some of the responsibilities of the County Commission?" There they will find one of the responsibilities is to develop, enact and enforce building codes. **The Clark County Commissioners had the local Wind Farm Ordinance in place because of the wind towers which were placed on Oak Tree Farms.**

Cutting to the chase, I believe you, the PUC, are most interested in following the law, and, in my opinion, not so much the economical values, farm easements, or the zoning ordinances and how or when they came to be, which protect my property rights. Within the time frame of this project, my wife and I continue to support Geronimo Energy and their decision to accept the amendments to the Conditional Use Permit. Geronimo has agreed to:

1. A ¼ mile setback to a non-participant residence
2. A 1 mile setback to a cemetery
3. A signed agreement in place with ITC
4. Implement a state-of-the-art, radar-controlled lighting system on the towers

Now, with all the conditions having been met, we want our community to join us in preparing for and welcoming the construction crews who will be needing housing, food, fuel, maintenance for their vehicles, and the list goes on. Let's get creative and find ways to encourage the project maintenance people to live in town and raise their families here. This benefits our school, churches **and** main street! I would like to see our Industrial Board think outside the box and draw some businesses here that makes or builds things for wind farms!

Last summer, my wife and I went to a Twins game in Minneapolis, and just for kicks, stopped at the Geronimo Headquarters and were fortunate to personally meet the founder and chairman, Mr. Noel Rahn and several staff members. After a few minutes, we were made to feel as if we were old friends. This man came from a farm himself! Our faith in this company was strengthened and enforced even more by our visit that day. Looking one another in the eye, a firm handshake and the giving of one's

word was as binding as a legal, written contract when doing business in days gone by...which reminded us of our neighbors when we first purchased our land here in 1979. If I were an author, I'd like to write a book about that lost art.

We, as landowners, along with Geronimo Energy, have given above and beyond to try and satisfy the opponents views. Should issues arise in the future, I would hope they could be resolved through good communication, which promotes a good working relationship with positive results.

My family and I are in agreement that the Crocker Wind Farm Project is wanted and needed. Please approve this application and let us welcome this project for the betterment and benefit of Clark County and our great state of South Dakota.

I thank each of you for your time and consideration.

Sincere regards,

A handwritten signature in cursive script that reads "Rodney A. Christman". The signature is written in black ink and is positioned above the printed name.

Rodney A. Christman

\$ 7.00

OFFICE OF REGISTER OF DEEDS

2270

CLARK COUNTY

Clark, South Dakota

Sept 25

20 17

Received of

Rod Christman

The Sum of

Seven dollars & 00/100

.....Dollars

Filing Fee

Transfer Fee

Copies

Easements

Other sources

.....
Deputy

Andrea Heekern

.....
Register of Deeds



State of South Dakota] ss.
County of Clark

Filed for record this 21st
day of October 2005
at 12:45 o'clock P.M. and
recorded in book, EEE of
Misc. page 277
Janet Schubert
Register of Deeds

AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

[Redacted]

In accordance with the conditions set forth in the decision of Clark County, dated July 1 2003, approving a permit for a dwelling on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

- a. The Grantors, their heirs, successors, and assigns acknowledge by the granting of this easement that the above described property is situated in an agricultural area and may be subjected to conditions resulting from commercial agricultural operations on adjacent lands. Such operations include the cultivation, harvesting, and storage of crops and livestock raising and the application of chemicals, operation of machinery, application of irrigation water, and other accepted and customary agricultural activities conducted in accordance with Federal and State laws. These activities ordinarily and necessarily produce noise, dust, smoke, and other conditions that may conflict with Grantors' use of Grantors' property for residential purposes. Grantors hereby waive all common law rights to object to normal and necessary agricultural management activities legally conducted on adjacent lands which may conflict with Grantors' use of Grantors' property for residential purposes, and Grantors hereby grant an easement to adjacent property owners for such activities.
- b. Nothing in this easement shall grant a right to adjacent property owners for ingress or egress upon or across the described property. Nothing in this easement shall prohibit or otherwise restrict the Grantors from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties.

This easement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this agreement on 10/21, 2005

[Redacted]
Signature, Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF CLARK

This instrument was acknowledged before me on Oct 21, 2005 by [Redacted] (Grantors).

[Redacted] Notary Public

My Commission Expires: 2-6-07





State of South Dakota } ss.
County of Clark

Filed for record this 20th
day of June, 2007
at 1:40 o'clock P.-M. and
recorded in book, FFF of
Misc page 319
Sheret Durbin
Register of Deeds



AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

[Redacted]

In accordance with the conditions set forth in the decision of Clark County, dated July 1 2003, approving a permit for a dwelling on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

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- b. Nothing in this easement shall grant a right to adjacent property owners for ingress or egress upon or across the described property. Nothing in this easement shall prohibit or otherwise restrict the Grantors from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties.

This easement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on 6-20, 2007.

[Redacted]
Signature, Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF CLARK

This instrument was acknowledged before me on June 20, 2007 by [Redacted] (Grantors).

Christine Jarbo Notary Public

My Commission Expires: 2-6-13



State of South Dakota } ss.
County of Clark }

Filed for record this 26th
day of August, 20 11
at 2:30 o'clock P. M. and
recorded in book III of
Misc. page 487

Janet Hurlbut
Register of Deeds

Carl W. Wethersten, Deputy



AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

[Redacted]

In accordance with the conditions set forth in the decision of Clark County, dated July 1 2003, approving a permit for a dwelling on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

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This easement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on Aug 26, 2011.

Signature, Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF CLARK

This instrument was acknowledged before me on Aug 26, 2011 by
[Redacted] (Grantors).

Christine J. Barton Notary Public

My Commission Expires: 2-6-13

State of South Dakota } ss.
County of Clark

Filed for record this 31st
day of July, 2009
at 2:35 o'clock P.M. and
recorded in book, HHH of
Misc. page 291
Janet Hurlbut
Register of Deeds



Carol Washentzheim, Deputy

AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

In accordance with the conditions set forth in the decision of Clark County, dated July 1 2003, approving a permit for a dwelling on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

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IN WITNESS WHEREOF the Grantors have executed this easement on July 16 2009.

Signature, Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF CLARK

This instrument was acknowledged before me on July 16 2009 by _____ (Grantors).

Arlys Paulson Notary Public

My Commission Expires: March 11, 2010



State of South Dakota } ss.
County of Clark



Filed for record this 10th
day of September, 20 14
at 11:30 o'clock A. M. and
recorded in book, LLL of
Misc page 174

Andrea Hellem
\$ [redacted] eeds

AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

[redacted]

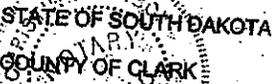
In accordance with the conditions set forth in the decision of Clark County, dated July 1 2003, approving a permit for a dwelling on the above described property, and in consideration of such approval, Grantors grant to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

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IN WITNESS WHEREOF, the Grantors have executed this easement on Sept 10, 2014.

Signature, Grantor



SS:

This [redacted] acknowledged before me on Sept 10, 2014 by [redacted] (Grantors).

Christine Jantop Notary Public

My Commission Expires: 12-18-18



State of South Dakota } ss.
County of Clark

Filed for record this 14th
day of July, 2011
at 11:30 o'clock A. M. and
recorded in book, III of
Misc. page 467
Grant, Sherblitt
Register of Deeds

AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

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IN WITNESS WHEREOF, the Grantors have executed this easement on July 14, 2011.

Signature, Grantor

STATE OF SOUTH DAKOTA
COUNTY OF CLARK SS:

This instrument was acknowledged before me on July 14, 2011 by _____ (Grantors).

Clayton North
Notary Public Auditor
My Commission Expires: _____



State of South Dakota } ss.
County of Clark



Filed for record this 25th
day of Sept., 2009
at 11:35 o'clock A. M. and
recorded in Book, 10002 of
Misc. page 366
Janet Hurlbut
Register of Deeds

Carol Warkenthein, Deputy

\$ [REDACTED]

AGRICULTURAL EASEMENT

The following easement is to be utilized as required for farm and non-farm residential development within the Agricultural and Planned Residential Districts.

1. Purpose. This easement is required in the Agricultural District.
2. Easement.

("Grantors") are the owners of real property described as follows:

[REDACTED]

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IN WITNESS WHEREOF, the Grantors have executed this easement on Sept. 25, 2009.

[REDACTED]
Signature, Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF CLARK

This instrument was acknowledged before me on Sept. 25, 2009 by [REDACTED] (Grantors).

[Signature]
Notary Public
My Commission Expires: _____

