

Crowned Ridge Wind, LLC

May 30, 2019

Address

Re: Notice for Start of Construction
Crowned Ridge Wind, LLC
Crowned Ridge 230 Kilovolt (kV) Transmission Line and Reactive
Compensation Substation

Dear **Landowner**:

I would like to inform you that Crowned Ridge Wind, LLC (CRW) plans to commence construction of the Crowned Ridge 230kV Transmission Line and Reactive Compensation Substation (Project) located in Grant and Codington County, South Dakota on or after June 12, 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 Transmission Facility
- Exhibit B: Detailed Safety Information
- Exhibit C: Project construction/maintenance damage compensation plans & procedures

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) 970-6254
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
Project Manager
Crowned Ridge Wind, LLC

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

IN THE MATTER OF THE APPLICATION) OF CROWNED RIDGE WIND, LLC FOR A) FACILITY PERMIT TO CONSTRUCT A 230) KV TRANSMISSION LINE AND) ASSOCIATED FACILITIES FROM) CODINGTON COUNTY TO THE BIG) STONE SOUTH SUBSTATION))))	ORDER GRANTING JOINT) MOTION FOR APPROVAL OF) SETTLEMENT STIPULATION;) ORDER APPROVING) SETTLEMENT STIPULATION) AND ORDER GRANTING PERMIT) TO CONSTRUCT TRANSMISSION) FACILITY; NOTICE OF ENTRY))))
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EL17-050

On December 5, 2017, the South Dakota Public Utilities Commission (Commission) received a facility permit application from Crowned Ridge Wind, LLC (Crowned Ridge). Crowned Ridge proposes to construct a new reactive power compensation substation and an approximately 34-mile 230-kilovolt generation tie line that will connect two 300 megawatt wind projects (Crowned Ridge Wind and Crowned Ridge Wind II) to the Big Stone South substation owned by Otter Tail Power Company. Together the new reactive power compensation substation and 34-mile generation tie line are the project. The planned Crowned Ridge Wind facilities will be permitted separately and are not included as a part of the project. The generation tie line will be located in Codington and Grant counties, South Dakota, while the new reactive compensation substation will be located in Grant County. The project is expected to be in service by December 31, 2019. On November 5, 2018, PUC staff and Crowned Ridge filed a Settlement Stipulation and a Joint Motion for Approval of Settlement Stipulation.

On December 7, 2017, the Commission electronically transmitted notice of the filing and the intervention deadline of February 5, 2018, to interested individuals and entities on the Commission's PUC Weekly Filings electronic listserv. On January 22, 2018, the Commission held a public input hearing in Milbank, SD. No Applications for Party Status were filed. On November 5, 2018, Staff and Crowned Ridge filed a Joint Motion for Approval of Settlement Stipulation and a Settlement Stipulation.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-41B, specifically, 49-41B-1, 49-41B-4, 49-41B-22, and 49-41B-24; as well as ARSD 20:10:01:19 and 20:10:22.

At its regularly scheduled meeting on November 15, 2018, the Commission considered this matter. Having thoroughly reviewed the filings in the docket and after making further inquiry of the parties, the Commission found that the terms and conditions proposed in the Settlement Stipulation were just, reasonable, and in the public interest and that good and sufficient cause was demonstrated to approve the Settlement Stipulation. The Commission voted unanimously to grant the Joint Motion for Approval of Settlement Stipulation and approve the Settlement Stipulation. It is therefore

ORDERED, that the Joint Motion for Approval of Settlement Stipulation is hereby granted, and the Settlement Stipulation is hereby approved. The Settlement Stipulation is incorporated by reference into this Order the same as if it had been set forth in its entirety herein. It is further,

ORDERED, that a permit to construct the 230-kV transmission line and its associated facilities is hereby granted to Crowned Ridge Wind, LLC, subject to the Terms and Conditions set forth in the Settlement Stipulation.

NOTICE OF ENTRY

PLEASE TAKE NOTICE that this Final Decision and Order Granting Permit to Construct Transmission Facility was duly issued and entered on the 21st day of November 2018.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically or by mail.

By: Karen E. Bremer

Date: 11/21/18

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Kristie Fiegen

KRISTIE FIEGEN, Chairperson

Gary Hanson

GARY HANSON, Commissioner

Chris Nelson

CHRIS NELSON, Commissioner

Crowned Ridge General Safety Information

1. This document lays out reasonable safety precautions for activities on or near the Crowned Ridge Transmission Line Project ;

The Crowned Ridge Transmission Line Project will be constructed in an area that has very high agricultural activity. Items of concern are:

- a. Farm equipment - Please be mindful when using large farm equipment in close proximity to the project's construction/erection equipment, including excavations and trenching. Barricades, warning tape or dirt berms will be used to protect all ground openings and to guard DO NOT ENTER work areas.
- b. Herbicides and pesticides - Landowners will be asked to supply chemical lists and time periods of use; in addition we will ask to be notified before landowners apply chemicals to the land in close proximity to the project
- c. Night-time activities - We recognize planting and harvest seasons will be a busy time for local landowners. We would ask that you help maintain equipment to prevent unseen material from being a hidden danger, especially at night. In the event there is night-time construction, we will utilize external lights to highlight the construction area. All workers are required to wear high visibility clothing, with reflective strips.
- d. Traffic - During construction of the project, you can expect heavy traffic on local roads, which may include sharing the roads between construction equipment and large agricultural equipment. We will instruct our construction team on best practices for sharing the road. All light vehicles should pull off to the side of the road to allow larger vehicles to pass (and early enough so the other driver will know you are pulling over).
- e. Private land and hunting - For the safety of workers, hunting is not permitted near the project construction site.
- f. School Buses - Our construction team will conduct regular safety meetings that include awareness of local school bus routes and the proper responses to all school bus activity.
- g. Firearms - South Dakota is now a Constitutional Carry firearm state. Despite this law, no construction site personnel will be allowed to carry weapons.
- h. High voltage lines, overhead electric lines - Our construction team has done extensive work, working with the South Dakota to identify known potential dangers in the project area. All overhead lines will be marked across the project as well as all buried lines to prevent trenching/plowing into these areas.
- i. Any known restricted activity - All federal, state and local laws are in place and effective for the project construction. No other known activity is restricted, nor is any construction or operation SOP known to be prohibited.

Construction / Maintenance Damage Compensation Procedures

1. CROP COMPENSATION CALCULATION GUIDELINES

Owner will be compensated for crop damage, or any assistance/activities related to. Damages will be calculated by the following formula:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$$

Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade ("CBOT") prices for that crop. If the crop is not traded on the CBOT, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the parties will use National Agricultural Statistic Services ("NASS"), Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected.

If damage occurs during the initial construction of the Project, a crop compensation form shall be completed and delivered to Crowned Ridge Wind within two hundred forty (240) days after the completion of construction of the Project

If damage occurs during operation of the Project, a crop compensation form shall be completed and delivered to Crowned Ridge Wind within two hundred and forty (240) days after the damage occurs.

Within sixty (60) days of the Effective Date, Operator will pay the agreed upon compensation. Operator shall not be obligated to pay any amounts due until it receives a completed W-9 form from the party to be paid.

Crop compensation will be issued to the owner or owner's designee. The crop owner could be the owner of the property or the tenant farmer of the property depending on how the farming operations or ownership of crops is structured for the given property.

2. PROPERTY CARE, RESTORATION, REPAIR AND MAINTENANCE

Care and Appearance. Operator, in its exercise of the easement and other rights granted hereunder shall, at all times, maintain the Improvements in a reasonably neat, clean and presentable condition, consistent with its current usage. Operator shall not willfully or negligently damage or destroy the Owner's Property, but if tiles are damaged, Operator will replace tiles and restore drainage to original condition. Owner may also elect to hire a third party to replace tiles and restore drainage tiles if preferred by Owner. Operator shall keep the Owner's Property clean and free of debris created by Operator, its contractors, or others brought on to the Owner's Property by Operator. Operator shall not use the Owner's Property for storage, except for materials, construction equipment and vehicles directly associated with

construction or maintenance of the Improvements on the Owner's Property or adjacent properties that are part of the Wind Farm.

Fences and Gates. Within a reasonable time following Owner's request, Operator shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Operator's activities on the Owner's Property. Fences removed from the Owner's Property, if replaced, shall be re-built by Operator at its expense in mutually agreeable locations. All fences, gates, and cattle guards that need to be replaced by Operator shall be of similar type and materials to the ones removed. Once completed, all replacement fences, gates and cattle guards shall be owned and maintained by Owner. To minimize the need for temporary fencing, Owner will cooperate with Operator to avoid pasturing animals on or near the Improvements during periods of construction, maintenance or removal activity by Operator.

Roadway Maintenance and Repairs. Operator agrees to maintain and repair all Roadway Improvements located on the Access Easement for the joint use thereof by the Parties for ingress and egress over, across, and along the Access Easement; provided, however, Owner shall reimburse Operator for any costs and expenses incurred by Operator to repair any damage or perform any special maintenance of the roadway caused by Owner or any person using the roadway with Owner's permission, other than Operator.