

Prepared by: Krista Atyeo-Gortmaker
Grant County Zoning Officer
210 East 5th Avenue
Milbank, SD 57252

LETTER OF ASSURANCE

THIS LETTER OF ASSURANCE SUPERSEDES AND REPLACES THE LETTER OF ASSURANCE SIGNED BY THE GRANT COUNTY BOARD OF ADJUSTMENT CHAIR ON MAY 6, 2019.

A Conditional Use Permit under Grant County Zoning Ordinance 1101.03.14 "Water pumping stations, elevated tanks and similar essential public utilities and service structures" has been granted by the Grant County Board of Adjustment to Crowned Ridge Wind, LLC and Crowned Ridge Wind II, LLC to operate an Electric Power Transmission Line and reactive power compensation substation as described in the application.

Property location: As displayed in Exhibit "A" attached and hereby incorporated by reference.

Conditions to be placed upon the conditional use permit issued to Crowned Ridge Wind, LLC and Crowned Ridge Wind II, LLC by the Grant County Board of Adjustment on April 8, 2019:

1) Effective Date and Transferability:

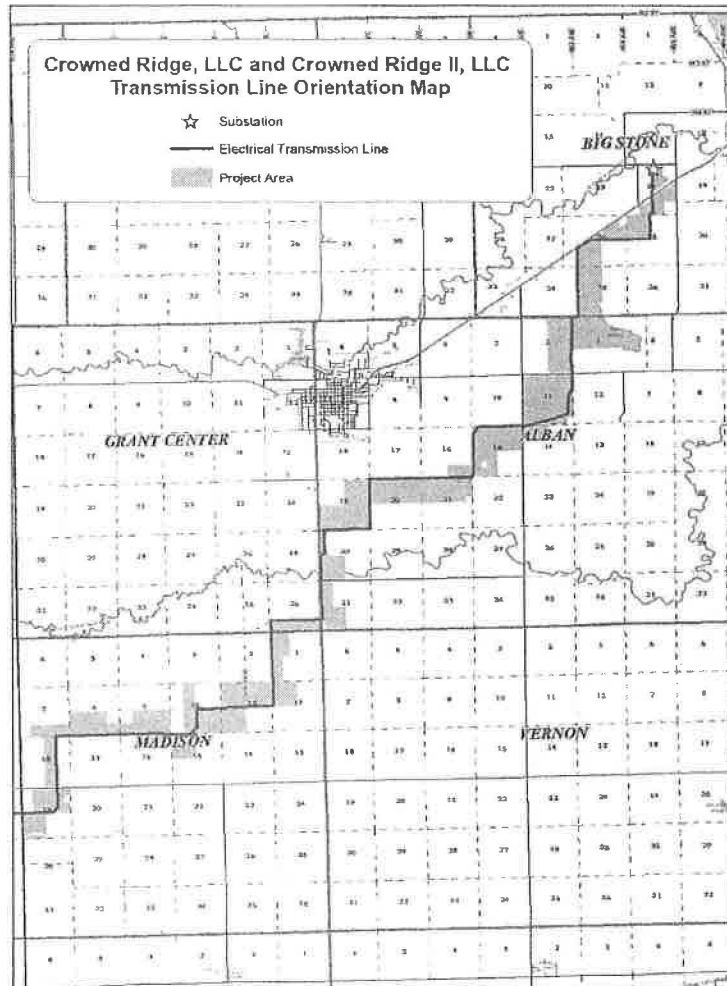
- a. This permit shall expire on April 8, 2021 if no substantial construction as described in the application has commenced.
- b. The applicant may apply for an extension of this permit if the requirements of 1.a above cannot be met.
- c. The Conditional Use permit is transferable. Subsequent owners/operators shall agree to the same conditions described herein.

2) General Requirements:

- a. Applicant shall provide the zoning office with an updated local contact information of supervisor with authority to implement dust control, haul road and other necessary enforcement of the conditions of this permit.
- b. Applicant agrees to obtain any required building permits prior to commencing construction
- c. Applicant agrees to provide haul agreements in accordance with Grant County Zoning Ordinance Section 1211.04.f and County Resolution 2014-36. Unless otherwise agreed to between the road authority and the applicant, Grant County requires, at a minimum the Grantor to abide by the following terms to be included in the Agreements:
 - i. Unless otherwise agreed upon between the grantor and Road Authority, the grantor shall be responsible for any costs associated with damage done to haul roads during construction. Further, damaged haul roads will be repaired to preconstruction status.
 - ii. Unless otherwise agreed upon between the grantor and Road Authority, the grantor shall be responsible for any costs associated with extraordinary maintenance and graveling on those roads used during the construction of the proposed use.
 - iii. Unless otherwise agreed upon between the grantor and Road Authority, all road work whether customary or extraordinary shall be done under the authority and supervision of the Road Authority and meet its specifications. The work shall be done through the applicable contractor unless the applicant receives prior authorization from the applicable road authority to conduct its own repairs or maintenance.
 - iv. The Road Authority shall be responsible for all ordinary snow removal on their respective roads on the same basis as provided to the remainder of the Road Authority. Any additional snow removal deemed necessary for the applicant to continue its operations is hereby authorized to be done at applicant's expense.
 - v. Haul road agreements to be executed not less than 30 days prior to construction.
 - vi. Haul Road Agreement language to include provision that the adjoining landowners be notified of road closures at least 2 days prior to road closure.
- d. In the event the haul road agreements hereinbefore described are not executed, the applicant, his heirs, assigns or successors in interest of the Applicant agree that all the terms and conditions of Item "c", above, are to be deemed a covenant running with the above-described property. Furthermore, it is agreed that, in accepting title to the above-described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of Item "c".

- e. Applicant agrees to provide notice to Grant County after 6 months of non-use of the transmission line. Applicant further agrees to utilize decommissioning standards from Section 1211 of the County's zoning Ordinance. Said decommissioning of the transmission line is to be completed within two (2) years after initial notification.
 - f. Applicant agrees to construct test wells one (1) mile above and 1 (mile) below specific pole locations located over Zone A and B of the County's Aquifer Protection District. Aquifer readings are to be conducted preconstruction and post-construction and then every 3 years with results to be provided to SDDENR.
 - g. Lighting on the substation site shall be limited to downward directed lights or other lighting customarily used for similar operations.
 - h. The substation will be limited to one (1) on-premise sign attached to the security fence. Maximum dimensions to be to be 80' square feet or to be determined by the Board.
 - i. Any failure to comply with the terms of this agreement will be deemed a violation of the terms of this Conditional Use permit. The Grant County Zoning Officer will determine violations. If violations are substantiated the Board of Adjustment may hold a hearing to consider revocation of this Conditional Use Permit.
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Exhibit A



IN WITNESS WHEREOF, Grant County and the Grantor(s)/Applicant(s) have executed this Conditional Use Permit Letter of Assurance.

John Di Donato
Crowned Ridge Wind, LLC and
Crowned Ridge Wind II, LLC (Grantor/Applicant)
by (Name): John Di Donato
its (Title): Vice President

5.22.19
Date

Rosemary Cillizza
Chairperson
Grant County Board of Adjustment

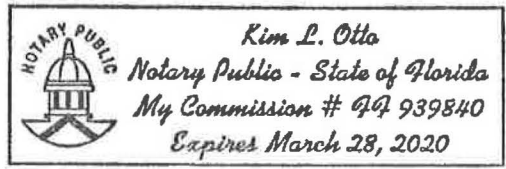
6/10/19
Date

STATE OF Florida
SS:
COUNTY OF Palm Beach

This instrument was acknowledged before me on 5/23, 2019 by John DiDonato, on behalf of Crowned Ridge Wind, LLC and Crowned Ridge Wind II, LLC (Grantor/Applicant).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kim L. Otto Notary Public
My Commission Expires: 3/28/2020



STATE OF SOUTH DAKOTA
SS:
COUNTY OF GRANT

This instrument was acknowledged before me on June 10, 2019 by Thomas Pilatzki representing Grant County as the Chair of the Grant County Board of Adjustment. VICE-

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rebecca Wellnitz Notary Public
My Commission Expires: 01-16-2025

