

**CODINGTON COUNTY
NOTICE OF PUBLIC HEARING BY THE BOARD OF ADJUSTMENT
ON A CONDITIONAL USE PERMIT**

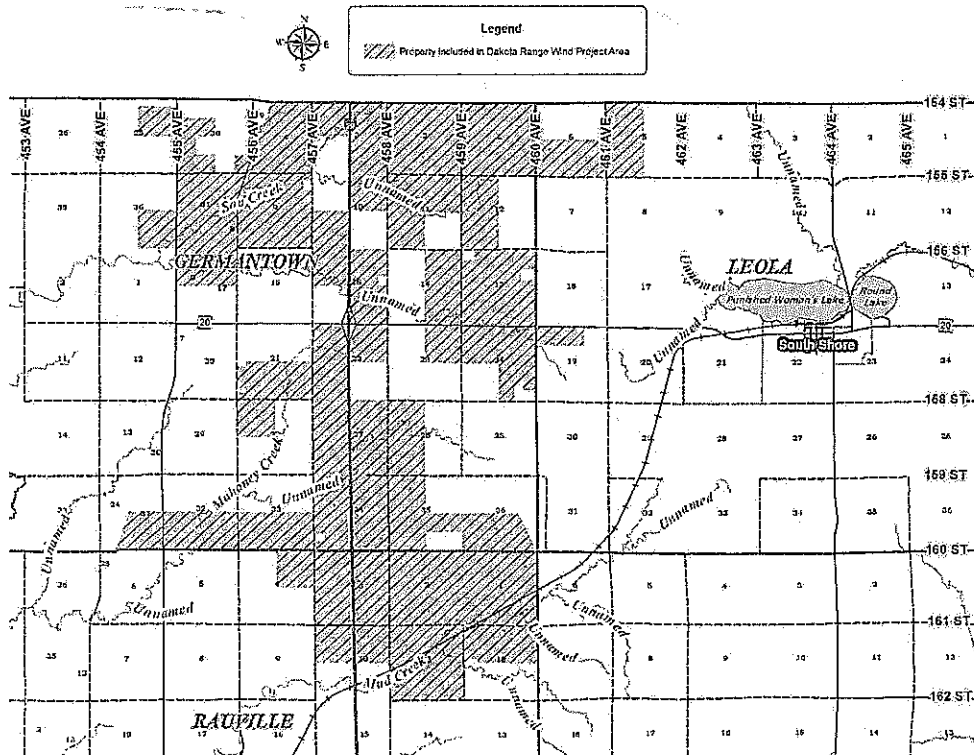
Notice is hereby given that a Public hearing will be held by the Codington County Board of Adjustment on Monday, June 19, 2017 at 7:30 pm in the Codington County Extension Complex to consider in full or in part the following proposed Conditional Use Permit Application:

- A Conditional Use Permit Pursuant to Section 3.04.02.21 Wind Energy System. The applicants, Dakota Range I, LLC and Dakota Range II, LLC, are requesting to operate a Wind Energy System with up to 48 wind turbines and associated electrical transmission lines on certain property situated in Germantown, Leola, and Rauville Townships as displayed in the below map and available for review at the Codington County Zoning Office.

All persons interested therein may appear and be heard before the Board of Adjustment at said hearing. Written comments may be filed with the Zoning Officer at 1910 West Kemp Avenue on or before Friday, June 16, 2017.

Luke Muller Zoning Officer

**Dakota Range I, LLC and Dakota Range II, LLC:
Wind Energy System Orientation Map**



Published once at approximate cost of \$

CE2017-014

**Findings of Fact
Conditional Use Permit
Dakota Range I, LLC and Dakota Range II, LLC: Wind Energy Systems
June 19, 2017**

This matter having come before the Board of Adjustment and the Board having taken testimony and heard the evidence, the Board enters the following Findings of Fact in support of its motion to approve the Petitioner's application for a Conditional Use Permit.

1. Standard Findings of Fact for Conditional Uses and Variances adopted March 17, 2014.
2. The following use is listed in the A – Agricultural Zone and Zone C and Zone B of the Aquifer Protection Overlay District of the Codington County Zoning Ordinance and (Ref: SDCL 11-2-17.3):

Wind Energy Systems (Ref: Zon. Ord. 3.04.02.21).

All uses permitted by conditional use in the underlying district which do not pose a potential risk to groundwater resources and are not a prohibited use may be approved by the Board of Adjustment provided they can meet Performance Standards outlined for the Aquifer Protection Overlay Zones. (Ref: Zon. Ord. 3.12.04.02.6)

All Conditional Uses allowed in underlying districts, with the exception of those prohibited, may be approved by the Board of Adjustment provided they can meet Performance Standards outlined for the Aquifer Protection Overlay Zones. (Ref: Zon. Ord. 3.12.05.02.1)

3. On or before June 5, 2017, Dakota Range I, LLC and Dakota Range II, LLC. applied for a conditional use permit to operate a Wind Energy System on his property in Germantown, Leola, and Rauville Townships As displayed in Exhibit "A" attached and hereby incorporated by reference
4. This application meets the definition of a Wind Energy System.
5. This permit should not become effective until all required permits are granted by the state and federal government, including the remaining applications and licenses referenced in the application.
6. The application and testimony at this meeting allowed the Board to adequately review how the applicant will satisfy requirements for site clearance, topsoil protection, compaction, livestock protection, fences, public roads, haul roads, turbine access roads, private roads, control of dust, soil erosion and sediment control, electromagnetic interference, lighting, turbine spacing, footprint minimization, collector lines, feeder lines, decommissioning, tower height and appearance, and noise.

7. The applicant satisfactorily demonstrated the ability to meet required setbacks for turbines from property lines, right-of-way, residences, businesses, government facilities and other structures, uses and features which would require setback.
8. The applicant submitted Boundaries of the site proposed for WES on a USGS Map, a map of easements, maps of occupied residential structures, businesses, churches, and buildings owned and/or maintained by a governmental entity, maps of sites for WES, access roads, and utility lines, location of other WES in general area, project schedule, and mitigation measures.
9. The agreement in the letter of assurance that the applicant will obtain a haul road agreement satisfies the requirement for a haul road agreement.
10. No other issues were brought up with the application or during testimony which relate to the Zoning Ordinance or Land Use Plan that needed to be addressed.
11. That Wind Energy Systems such as proposed by the applicant are allowable in the A – Agricultural District, Zone B, and Zone C of the Aquifer Protection District under certain conditions. Therefore The Board of Adjustment finds that it is empowered to grant the conditional use, and that the granting of the conditional use will not adversely affect the public interest.
12. The Board requests the zoning officer to prepare the findings of fact which are to be approved by the Chairman of the Board; and for the zoning officer to issue the conditional use permit and any letters of assurance, building permits or other items associated with said conditional use permit.
13. In order to comply with the requirements of the Zoning Ordinance the Board of Adjustment prescribes the following conditions and safeguards in conformity with the Codington County Comprehensive Land Use Plan and Zoning Ordinance to be agreed to in the form of a "Letter of Assurance":

1) Effective Date and Transferability:

- a. Upon issuance of applicant permit by South Dakota Public Utilities Commission.
- b. This permit shall expire if no construction described within the application has occurred within three (3) years of issuance of a permit by South Dakota Public Utilities Commission; or if application for permit has not been made on or before June 19, 2020.
- c. The applicant may apply for an extension of this permit if the requirements of 1.b above cannot be met.
- d. The Conditional Use permit for is transferable. Subsequent owners/operators shall agree to the same conditions described herein.

2) General Requirements:

- a. There shall be no discharge of industrial processed water on the site

- b. Storage of petroleum products in quantities exceeding one hundred (100) gallons at one (1) locality in one (1) tank or series of tanks must be in elevated tanks; such tanks larger than eleven hundred (1,100) gallons must have a secondary containment system where it is deemed necessary by the Board of Adjustment.
- c. Grantor shall provide the zoning office with an updated local contact information of plant supervisor with authority to implement dust control and other necessary enforcement of the conditions of this permit.

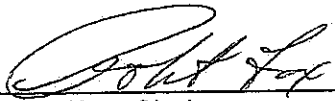
3) Obligation to Meet Requirements:

- a. Applicant agrees to meet requirements of Section 5.22 of the Codington County Ordinance in reference to remaining obligations including but not limited to: submittal of Haul Road Agreements, Submittal of Decommissioning Plan, Final site location of towers, building permit application, meeting applicable federal and state requirements, and consideration of bond for abandonment/decommissioning after 10 years.

4) Violation and Penalties:

- a. Violations of requirements of the ordinance relating to the operations of a specific tower will result in enforcement/penalties in reference to the specific tower found to be in violation, and will be enforced in the manner as described in Section 4.b below.
- b. Violation of the terms of this conditional use permit will be determined by the Codington County Zoning Officer.
 - (1) The first violation substantiated by the Zoning Officer of this conditional use permit may result in a notification letter stating the violation and a prescribed period of time to remove the violation. A second violation occurring within one calendar year of the previous violation may result in a review of the validity of the conditional use permit and potential revocation of said permit. A third violation within one calendar year of the initial violation may result in revocation of the conditional use permit and cessation of all feeder operations within forty-five days (45) of notice of revocation.
 - (2) The applicant may make appeal from the decision of the Zoning Officer or other agent of the Codington County Board of Adjustment to the Codington County Board of Adjustment. The applicant shall file with the Zoning Officer a notice of appeal specifying the grounds thereof. The Zoning Officer shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed from was taken. Such appeal shall be taken within thirty (30) days. Appeals from the Board of Adjustment shall be taken to Circuit Court.
 - (3) Failure to comply with the decision of the Zoning Officer or other agent of the Codington County Board of Adjustment may be deemed a separate violation.

The Conditional Use Permit was approved by a vote of 7 yes and 0 no. (Ref: SDCL 11-2-59).



Robert Fox, Chairperson
Codington County Board of Adjustment

Date Approved: June 19, 2017

Date Signed: 7-10-17

Date Filed: 7-10-17

Conditional Use Permit Number(s): CU017-014

Dakota Range

Codington and Grant Counties, South Dakota

Application for Conditional Use Permits Dakota Range Wind Power Project Codington County

Table of Contents

1. Completed Conditional Use Permit Application Form & Payment
2. Conditional Use Permit Application Summary
3. Project Description
4. List of Participating Landowners
5. Memoranda of Easements with Landowners
6. Project Boundary Map
7. Easement Map
8. Site Plan Map Book
9. Area Overview of Other Wind Power Projects Map
10. Project Schedule
11. Example Decommissioning Report
12. Example Noise Impact Analysis
13. Example Shadow Flicker Analysis

CODINGTON COUNTY
CONDITIONAL USE PERMIT APPLICATION

APPLICANT (PRINT): Dakota Range I, LLC PHONE: 612-834-2680

ADDRESS: 310 4th St. Suite 200, Charlottesville, VA 22902

OWNER (PRINT): See Tab 4 PHONE: _____
IF DIFFERENT THAN APPLICANT

ADDRESS: _____

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF CODINGTON COUNTY, SOUTH DAKOTA, TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY DESCRIBED AS:

LEGAL DESCRIPTION (PLEASE PRINT OR TYPE)

See Tab 5

GENERAL AREA OR STREET ADDRESS: See Tab 6

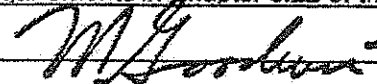
EXISTING LAND USE: AG **EXISTING ZONING:** AG

SIZE OF PARCEL: ACRES _____ **LOT DIMENSIONS:** WIDTH _____ LENGTH _____ DEPTH _____

SURROUNDING LAND USE NORTH: _____
SOUTH: _____
EAST: _____
WEST: _____

PLEASE DESCRIBE WHAT YOU PROPOSE TO DO AND WHY YOU ARE SEEKING A CONDITIONAL USE PERMIT
(ATTACH A SEPARATE SHEET OF PAPER IF NECESSARY)

The Dakota Range Wind Project is a proposed 150 turbine 300 MW Wind Energy System (WES), with up to 48 turbines to be located in Codington County, with the remainder located in Grant County to the north. The purpose of this WES will be to produce power to be sold on the electric grid. See Tabs 2 and 3 for further description of the proposed facility following the requirements in Chapter 5.22 of the Codington County Zoning Ordinance.

SIGNATURE OF APPLICANT 

SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT) _____

NOTE: A SKETCH OF PROPOSED PROPERTY SHALL ACCOMPANY THIS APPLICATION, SHOWING THE FOLLOWING:

- | | |
|------------------------------------------|--------------------------------------------|
| 1. NORTH DIRECTION | 5. LOCATION OF PROPOSED STRUCTURE ON LOT |
| 2. DIMENSIONS OF PROPOSED STRUCTURE | 6. DIMENSIONS OF FRONT AND SIDE SETBACKS |
| 3. STREET NAMES | 7. LOCATION OF ADJACENT EXISTING BUILDINGS |
| 4. OTHER INFORMATION AS MAY BE REQUESTED | |

PLEASE USE THE ATTACHED SKETCH INSTRUCTION SHEET FOR AN EXAMPLE

FOR OFFICIAL USE ONLY

DATE FILED WITH ZONING OFFICE: _____
FEE PAID (NON-REFUNDABLE): _____
DATE OF HEARING: _____
ACTION BY BOARD OF ADJUSTMENT: _____ YES _____ NO
EFFECTIVE DATE: _____ COND. USE # _____
BUILDING PERMIT # _____

**CODINGTON COUNTY
CONDITIONAL USE PERMIT APPLICATION**

APPLICANT (PRINT): Dakota Range II, LLC PHONE: 612-834-2680

ADDRESS: 310 4th St. Suite 200, Charlottesville, VA 22902

OWNER (PRINT): See Tab 4 PHONE: _____
IF DIFFERENT THAN APPLICANT

ADDRESS: _____

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF CODINGTON COUNTY, SOUTH DAKOTA, TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY DESCRIBED AS:

LEGAL DESCRIPTION (PLEASE PRINT OR TYPE)

See Tab 5

GENERAL AREA OR STREET ADDRESS: See Tab 6

EXISTING LAND USE: AG EXISTING ZONING: AG

SIZE OF PARCEL: ACRES _____ LOT DIMENSIONS: WIDTH _____ LENGTH _____ DEPTH _____

SURROUNDING LAND USE NORTH: _____
SOUTH: _____
EAST: _____
WEST: _____

**PLEASE DESCRIBE WHAT YOU PROPOSE TO DO AND WHY YOU ARE SEEKING A CONDITIONAL USE PERMIT
(ATTACH A SEPARATE SHEET OF PAPER IF NECESSARY)**

The Dakota Range Wind Project is a proposed 150 turbine 300 MW Wind Energy System (WES), with up to 48 turbines to be located in Codington County, with the remainder located in Grant County to the north. The purpose of this WES will be to produce power to be sold on the electric grid. See Tabs 2 and 3 for further description of the proposed facility following the requirements in Chapter 5.22 of the Codington County Zoning Ordinance.

SIGNATURE OF APPLICANT 

SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT) _____

NOTE: A SKETCH OF PROPOSED PROPERTY SHALL ACCOMPANY THIS APPLICATION, SHOWING THE FOLLOWING:

- | | |
|------------------------------------------|--------------------------------------------|
| 1. NORTH DIRECTION | 5. LOCATION OF PROPOSED STRUCTURE ON LOT |
| 2. DIMENSIONS OF PROPOSED STRUCTURE | 6. DIMENSIONS OF FRONT AND SIDE SETBACKS |
| 3. STREET NAMES | 7. LOCATION OF ADJACENT EXISTING BUILDINGS |
| 4. OTHER INFORMATION AS MAY BE REQUESTED | |

PLEASE USE THE ATTACHED SKETCH INSTRUCTION SHEET FOR AN EXAMPLE

FOR OFFICIAL USE ONLY

DATE FILED WITH ZONING OFFICE: _____
FEE PAID (NON-REFUNDABLE): _____
DATE OF HEARING: _____
ACTION BY BOARD OF ADJUSTMENT: _____ YES _____ NO _____
EFFECTIVE DATE: _____ COND. USE # _____
BUILDING PERMIT # _____

Dakota Range

Codington and Grant Counties, South Dakota

DAKOTA RANGE WIND POWER PROJECT APPLICATION REQUIREMENTS

Dakota Range I, LLC and Dakota Range II, LLC (together "Dakota Range") are requesting Conditional Use Permits to construct a Wind Energy System ("WES") on property located in Codington County (the "Facility"). A WES is a conditional use in the Agricultural Land zoning district, and the entirety of the Facility boundary is located in the Agricultural Land zoning district. The applicable provisions of the Codington County Zoning Ordinance and information addressing those provisions are provided below.

Chapter 5.22: Wind Energy System Requirements

Section 5.22.01: Applicability

Dakota Range plans to construct a WES consisting of up to 48 turbines in Codington County, and a maximum of 150 turbines for the whole Facility spanning Grant and Codington Counties. The power generated will be consumed off-site via the electric transmission grid. Therefore, Chapter 5.22 of the Zoning Ordinance applies to this Facility.

Section 5.22.02: Federal and State Requirements

Dakota Range will meet or exceed standards and regulations of the Federal Aviation Administration ("FAA") and South Dakota State Statutes and any other agency of federal or state government with the authority to regulate WESs.

Section 5.22.03: General Provisions

1. Mitigation Measures

(a) Site Clearance

Dakota Range will disturb or clear the site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the WES. Each wind turbine site, including the access road to the turbine, only takes approximately 1-1.5 acres out of production.

Dakota Range

(b) Topsoil Protection

Dakota Range and its contractors will implement measures to protect and segregate topsoil from subsoil in cultivated lands unless otherwise negotiated with the affected landowner. Such measures typically include removing and separately stockpiling topsoil prior to trenching or excavation, and replacing topsoil after subsoil has been backfilled into the trench.

(c) Compaction

Dakota Range and its contractors will implement measures to minimize compaction of all lands during all phases of the Facility's life and will confine compaction to as small an area as practicable. Mitigation measures typically include using specific crane paths, utilizing mats in areas of compaction concern, and ripping areas compacted by machinery.

(d) Livestock Protection

Dakota Range and its contractors will take precautions to protect livestock during all phases of the Facility's life. These precautions typically involve coordinating with the landowner/tenant to ensure that livestock is either moved to an area not currently under construction, or installing gates/cattle guards to prevent livestock from getting out. The contractors that will be utilized to construct the project are very familiar with and have direct experience working with livestock while constructing wind facilities.

(e) Fences

Dakota Range and its contractors will promptly replace or repair all fences and gates removed or damaged during all phases of the Facility's life unless otherwise negotiated with the affected landowner.

(f) Roads

(f)(i) Public Roads

Prior to commencement of construction, Dakota Range will identify all state, county, or township "haul roads" that will be used for the Facility and will notify the corresponding governing body having jurisdiction over the roads to determine if the haul roads identified are acceptable. The governmental body will be given adequate time to inspect the haul roads prior to use. Where practical, existing roadways will be used for all activities associated with the Facility. Where practical, all-weather roads will be used to deliver cement, turbines, towers, assembled nacelles and all other heavy components to and from the turbine sites.

Dakota Range

(f)(ii) Haul Roads

Prior to the use of approved haul roads, Dakota Range will make satisfactory arrangements with the appropriate state, county or township governmental body having jurisdiction over approved haul roads for construction of the Facility for the maintenance and repair of the haul roads that will be subject to extra wear and tear due to transportation of equipment and Facility components. Dakota Range will notify the County of such agreements if requested.

(f)(iii) Turbine Access Roads

Dakota Range will minimize the construction of turbine access roads. Access roads will be low profile roads so that farming equipment can cross them and will be covered with Class 5 gravel or similar material. If access roads need to be constructed across streams and drainageways, the access roads will be designed in a manner so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed.

(f)(iv) Private Roads

Dakota Range and its contractors will promptly repair private roads or lanes damaged when moving equipment or when obtaining access to the site, unless otherwise negotiated with the affected landowner.

(f)(v) Control of Dust

Dakota Range and its contractors will utilize all reasonable measures and practices of construction to control dust.

(g) Soil Erosion and Sediment Control Plan

Prior to construction, Dakota Range will develop a Soil Erosion and Sediment Control Plan and submit the plan to the County. This plan will address the erosion control measures for each project phase, and will at a minimum identify plans for grading, construction and drainage of roads and turbine pads; necessary soil information; detailed design features to maintain downstream water quality; a comprehensive revegetation plan to maintain and ensure adequate erosion control and slope stability and to restore the site after temporary project activities; and measures to minimize the area of surface disturbance. Dakota Range will also employ other practices including containing excavated material, protecting exposed soil, stabilizing restored material and removal of silt fences or barriers when the area is stabilized. The plan will identify methods for disposal or storage of excavated material.

Dakota Range

2. Setbacks

Dakota Range requests that setbacks between parcels that are obtained by either the Dakota Range I, LLC or Dakota Range II, LLC project are waived as the parcels are participants in the Dakota Range project as a whole.

(a) Distance from existing off-site residences, businesses, churches, and buildings owned and/or maintained by a governmental entity

In accordance with the Ordinance, the setback from existing off-site residences, businesses, churches, and buildings owned and/or maintained by a governmental entity will be at least one thousand (1,000) feet. Setback distance from on-site or lessor's residence will be at least five hundred (500) feet. This setback is shown in the map book behind **Tab 8**.

(b) Distance from centerline of public roads

The setback distance from the centerline of public roads will be at least 110% the maximum height of the wind turbines, measured from the ground surface to the tip of the blade when in a fully vertical position. This setback is shown in the map book behind **Tab 8**.

(c) Distance from any property line

The setback distance from any property line will be at least 110% the maximum height of the wind turbines, measured from the ground surface to the tip of the blade when in a fully vertical position, unless a wind easement has been obtained from the adjoining property owner. This setback is shown in the map book behind **Tab 8**.

3. Electromagnetic Interference

Dakota Range will not operate the WES so as to cause microwave, television, radio, or navigation interference contrary to Federal Communications Commission ("FCC") regulations or other law. In the event such interference is caused by the WES or its operation, Dakota Range will take the measures necessary to correct the problem. Dakota Range is working with Interstate Telecommunications Cooperative regarding avoiding and/or mitigating any potential impacts to their facilities.

4. Lighting

The proposed wind turbines will be marked as required by the FAA. There will be no lights on the Facility other than what is required by the FAA. This restriction will not apply to infrared heating devices used to protect the monitoring equipment.

Dakota Range

5. Turbine Spacing

The proposed wind turbines will be spaced no closer than three (3) rotor diameters within a string. If required during final micro-siting of the turbines to account for topographic conditions, no more than ten (10) percent of the towers will be sited closer than the three rotor diameters apart. Dakota Range will minimize the need to site turbines closer.

6. Footprint Minimization

Dakota Range will design and construct the Facility so as to minimize the amount of land that is impacted by the Facility. Associated facilities in the vicinity of turbines such as electrical/electronic boxes, transformers and monitoring systems will be mounted on the foundations used for turbine towers or inside the towers unless otherwise negotiated with the affected landowner.

7. Collector Lines

When located on private property, Dakota Range will place electrical lines, known as collectors, and communication cables underground between the WES and the feeder lines. Dakota Range may install collector lines overhead when the total distance of the collectors from the substation requires overhead installation due to line loss of current from an underground installation. Dakota Range also requests the ability to install collector lines overhead when constructability makes it unreasonable to install underground (i.e., river crossing, etc.). Collectors and cables will be placed within or immediately adjacent to the land necessary for turbine access roads, unless otherwise negotiated with the affected landowner.

8. Feeder Lines

Dakota Range will place overhead electric lines, known as feeders, on private lands or in public rights-of-way if a public right-of-way exists. Changes in routes may be made as long as the feeders that are planned on public rights-of-way have obtained approval from the governmental unit responsible for the affected right-of-way. If no public right-of-way exists, Dakota Range will place feeders on private property. However, Dakota Range requests the ability to place feeder lines on private property regardless of the existence of a public right-of-way if an easement has been negotiated with the affected landowner. When placing feeders on private property, Dakota Range will place the feeder in accordance with the easement negotiated with the affected landowner. Dakota Range will submit the site plan and engineering drawings for the feeder lines before commencing construction.

Dakota Range

9. Decommissioning/Restoration/Abandonment

(a) Decommissioning Plan

Within 120 days of completion of construction, Dakota Range will submit to the County a decommissioning plan describing the manner in which Dakota Range anticipates decommissioning the Facility in accordance with the requirements of Section 5.22.03.9(b). The plan will include a description of the manner in which Dakota Range will ensure it has the financial capability to carry out these restoration requirements when they go into effect. Dakota Range will ensure that it carries out its obligation to provide for the resources necessary to fulfill these requirements. The County may at any time request Dakota Range file a report with the County describing how Dakota Range is fulfilling this obligation.

An example decommissioning cost estimate, including cost of decommissioning and the salvage value of materials, is included in **Tab 11**.

(b) Site Restoration

Upon expiration of the permit or upon earlier termination of operation of the Facility, Dakota Range will dismantle and remove from the site all towers, turbine generators, transformers, overhead collector and feeder lines, foundations, buildings and ancillary equipment to a depth of four (4) feet. To the extent possible, Dakota Range will restore and reclaim the site to its pre-project topography and topsoil quality. All access roads will be removed unless written approval is given by the affected landowner requesting that one or more roads, or portions thereof, be retained. Any agreement for removal to a lesser depth or for no removal will be recorded with the County and will show the locations of all such foundations. All such agreements between Dakota Range and the affected landowner will be submitted to the County prior to completion of restoration activities. The site will be restored in accordance with these requirements within eighteen (18) months after expiration.

(c) Abandoned Turbines

Dakota Range will advise the County of any turbines that are abandoned prior to termination of operation of the Facility. The County may require Dakota Range to decommission any abandoned turbine.

10. Height from Ground Surface

The minimum height of blade tips, measured from ground surface when a blade is in fully vertical position, will be greater than twenty-five (25) feet.

Dakota Range

11. Towers

(a) Color and Finish

The finish of the exterior surface of all turbines installed as part of this Facility will be white, non-reflective, and non-glass.

(b) Design

All towers installed as part of this Facility will be singular tubular design.

12. Noise

The noise level from the Dakota Range facility will not exceed 50 dBA (average A-weighted sound pressure including constructive interference effects) at the property line of existing off-site residences, businesses, and buildings owned and/or maintained by a governmental entity. An example acoustic analysis for the Facility using a Vestas 2.0 MW turbine with a 95m hub height is included in **Tab 12**. A final acoustic analysis confirming compliance with this Ordinance requirement will be submitted prior to applying for building permits.

13. Permit Expiration

Dakota Range requests that the Conditional Use Permits become void if no substantial construction has been completed within three (3) years of the South Dakota Public Utilities Commission Facility Siting Permit issuance. This permit is expected to be acquired in the first quarter of 2018.

14. Required Information for Permit

(a) Boundaries of the site proposed for WES and associated facilities on United States Geological Survey Map or other map as appropriate

See **Tab 6** for the boundary map.

(b) Map of easements for WES

See **Tab 7** for the easement map.

(c) Map of occupied residential structures, businesses, churches, and buildings owned and/or maintained by a governmental entity

See the site plan map book at **Tab 8** for these locations along with their associated setbacks.

Dakota Range

(d) Map of sites for WES, access roads and utility lines

See the site plan map book at **Tab 8** for the Facility design. All locations of turbines, access roads, and utility lines are approximate. Final locations depend on turbine model, federal and state permitting, and local micro-siting. All final turbine locations will adhere to applicable County and State requirements. Final locations will be filed with the County in connection with obtaining a building permit.

(e) Location of other WES in general area

See **Tab 9** for general area wind farm map.

(f) Project schedule

See **Tab 10** for the anticipated project schedule.

(g) Mitigation measures

See above for planned Facility mitigation measures as required in Section 5.22.03.1(a-g) of the Ordinance.

(h) Haul road agreements

Final haul road agreements will be submitted sixty (60) days prior to construction. Dakota Range requests that final haul road agreements be permitted to state that collector and feeder lines will not be trenched across public roads or public road right-of-ways unless otherwise agreed to by the road authority.

Chapter 4.05.01: Criteria for Approving Conditional Use Permits

(5) The Board of Adjustment shall make a finding that it is empowered under the section of this Ordinance described in the application to grant the conditional use, and that the granting of the conditional use will not adversely affect the public interest.

Chapter 5.22 of the Codington County Zoning Ordinance applies to all WES facilities except private facilities with a single tower height of less than seventy-five feet and used primarily for on-site consumption of power. The proposed Facility consists of up to 48 wind turbines in Codington County up to 599 feet in height used for off-site consumption. Therefore, Chapter 5.22 of the Zoning Ordinance applies to this Facility. Furthermore, the Facility is located in an Agricultural Land zoning district, in which a WES is a Conditional Use. As evidenced in **Tab 3** and in the below discussion of Chapter 4.05.01.06, the Facility will not adversely affect the public interest.

Dakota Range

(6) Before granting any conditional use, the Board of Adjustment must make written findings certifying compliance with the specific rules governing individual conditional uses and that satisfactory provision and arrangements have been made concerning the following, where applicable:

(A) Entrance and exit to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Dakota Range will coordinate with both Codington County and the South Dakota Department of Transportation to ensure all necessary permits are received regarding highway access approach, utility crossings, and ROW occupancy. This coordination and the associated permits are discussed in **Tab 3**.

(B) Off-street parking and loading areas where required, with particular attention to the items in (A) above and the economic, noise, glare or other effects of the conditional use on adjoining properties and properties generally in the district.

Dakota Range has provided an example acoustic analysis for the Facility in **Tab 12**. This analysis shows that the Facility will not exceed the maximum 50 dBA at the property line of existing off-site residences, businesses, and buildings owned and/or maintained by a governmental entity, as required in Section 5.22.12 of this Ordinance. When final layout locations are filed with the County, a final acoustic analysis of the Facility will be provided to show compliance with the Ordinance requirements.

Dakota Range has provided an example shadow flicker analysis for the Facility in **Tab 13**. This analysis shows that the Facility will not exceed a maximum of 40 hours of shadow flicker per year at any existing non-participating residence, business, or building owned and/or maintained by a governmental entity, unless otherwise agreed to by the landowner.

Dakota Range has included a discussion of the economic benefits from the Facility in **Tab 3** of this application.

Dakota Range will utilize prudent industry standards during construction on the site to minimize any impact from parking and loading on the general community. All parking and loading/unloading will occur within the Facility site and will not affect adjoining properties.

(C) Utilities refuse and service areas, with reference to locations, availability, and compatibility.

Dakota Range will meet all State and Local requirements for any refuse from the construction and operation of the Project. The main location for refuse and

Dakota Range

service will be at the Project's laydown area, where construction parts, etc., will be delivered for the site. Refuse created during the operational phase of the project will be collected and serviced at the operations and maintenance facility.

(D) Screening and buffering with reference to type, dimensions, and character.

Dakota Range will meet all required County setback buffers from residences, buildings, public roads, and property lines, as described in Section 5.22.2 of the Zoning Ordinance. A map of these setbacks showing compliance with this requirement can be seen in **Tab 8**.

(E) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district.

Dakota Range will meet all necessary lighting requirements listed in Section 5.22.4 of this Ordinance. Dakota Range will have temporary signage during construction near turbine locations to identify turbines for both construction and emergency personnel, but does not plan to have any permanent signage. The operations and maintenance facility will have lighting and signage that complies with County requirements.

(F) Required yards and other open space.

This section is not applicable to the use proposed by Dakota Range.

(G) General compatibility with adjacent properties and other property in the district.

The proposed Facility is located in the Agricultural Land (A) district, and the adjacent properties and other properties in this district are used primarily for agriculture or pasture land. As outlined throughout the application, the Facility will comply with all State and County requirements for a WES, which will minimize any potential impact on adjacent properties and other property in the district. Further, the Facility will have a small overall footprint, and agricultural use will be able to continue on properties within and around the Facility site.

Numerous peer reviewed studies appear to conclusively indicate that similar projects have posed no adverse impact to surrounding property values. A study conducted by the University of Connecticut and the Lawrence Berkeley National Laboratory entitled "Relationship between Wind Turbines and Residential Property Values in Massachusetts" found "no effects due to the arrival of turbines in the sample's communities" on property values and also "no unique impact on the rate of home sales near wind turbines." A study prepared by the Ernest Orlando Lawrence Berkeley National Laboratory entitled "A Spatial Hedonic Analysis of the Effects of Wind Energy Facilities on Surrounding Property Values in the United States" found "no statistical evidence that home values near turbines were affected in the post-construction or post-

Dakota Range

announcement/pre-construction periods.” Combined, these studies account for 172,000 home sales, and these studies are just a subset of the numerous peer reviewed studies that support similar findings that wind energy facilities have no adverse impact on surrounding property and home values.

Dakota Range

Codington and Grant Counties, South Dakota

DAKOTA RANGE WIND POWER FACILITY FACILITY DESCRIPTION

A. THE APPLICANT

(i) The Applicants' full names, business address, and business telephone number are:

Dakota Range I, LLC and Dakota Range II, LLC
c/o Apex Clean Energy Holdings, LLC
310 4th Street NE, Suite 200
Charlottesville, VA 22902
(434) 220-7595

(ii) Dakota Range I, LLC and Dakota Range II, LLC (together "Dakota Range") are Delaware limited liability companies and wholly owned indirect subsidiaries of Apex Clean Energy Holdings, LLC ("Apex"). Dakota Range I, LLC and Dakota Range II, LLC are each proposing to separately own approximately 150 MW Wind Energy Systems ("WESSs"), constructed on a similar timeline, with certain jointly owned shared interconnection facilities, known together as the Facility. Apex is an independent renewable energy company based in Charlottesville, Virginia. Since its founding in 2009, Apex has become one of the fastest-growing companies in the industry. Apex has one of the nation's largest, most diversified portfolios of renewable energy resources, capable of producing more than 12,000 megawatts ("MW") of clean electricity. Apex was the U.S. market leader in 2015 and has brought 1,460 MW online over the past two years. Operating assets under management have grown to 1,700 MW as of the first quarter of 2017.

Apex offers comprehensive in-house capabilities, including site origination, financing, construction, and long-term asset management services, and works with companies such as AEP, Southern Power, IKEA, the U.S. Army, Steelcase, and others. Apex has the experience, skills, personnel, and proven capability to successfully manage the development, financing, construction, and operation of the Facility.

Dakota Range

Dakota Range has obtained Certificates of Authority from the South Dakota Secretary of State to conduct business in South Dakota. As limited liability companies, sole-member managed by Apex Clean Energy Holdings, LLC, Dakota Range does not have officers and directors.

Correspondence, documents, and filings regarding this application should be sent as follows:

Mark Mauersberger
Senior Development Manager
Apex Clean Energy Holdings, LLC
8665 Hudson Blvd N, STE 110
Lake Elmo, Minnesota 55402
mark.mauersberger@apexcleanenergy.com

with copies to:

Attn: Legal Department
Apex Clean Energy, Inc.
301 4th Street NE, Suite 200
Charlottesville, VA 22902
legal@apexcleanenergy.com

Dakota Range

B. THE FACILITY

The Facility will be situated on approximately 40,000 acres, in Codington and Grant Counties, and will consist of up to 150 modern turbines, with up to 48 located in Codington County. The total installed capacity of the Facility will not exceed 300 MW. The portion of the Facility situated in Codington County will consist of:

- Up to 48 wind turbine generators;
- Access roads to each turbine;
- Underground 34.5 kilovolt ("kV") electrical collector lines connecting the turbines to the collector substation;
- Underground fiber-optic cable for turbine communications co-located with the collector lines;
- An operations and maintenance ("O&M") facility; and
- Up to 3 permanent meteorological ("met") towers.

Turbines

Each wind turbine consists of three major components: the tower, the nacelle, and the rotor. These components are mounted on a concrete foundation, also known as a turbine pad, to provide structural support to the assembled turbine. The height of the tower, or "hub height" (height from the base of the tower to the center of the rotor hub on top of the tower), will be dependent on the final turbine selection and design. The nacelle sits atop the tower, and the rotor hub is mounted on a drive shaft that is connected to the gearbox and generator contained within the nacelle.

Tower: The tubular towers proposed for the Facility will be conical steel structures or a combination of steel and concrete, depending on final turbine selection. Each tower has a lockable access door, internal lighting and an internal ladder and lift to access the nacelle. In accordance with FAA regulations, the towers will be painted off-white to minimize visual impact.

Nacelle: The main mechanical and electrical components of the wind turbine are housed in the nacelle. The nacelle is mounted on a sliding ring that allows it to rotate, or "yaw,"

Dakota Range

into the wind to maximize energy capture. The nacelle components include the drive train, gearbox, generator, and generator step-up transformer. The nacelle is housed in a steel-reinforced fiberglass shell that protects internal machinery from the environment. The housing is designed to allow for adequate ventilation to cool internal machinery. It is externally equipped with an anemometer and a wind vane to measure wind speed and direction. The generated electricity is conducted through cables within the tower to a switch enclosure mounted at the base of the turbine tower. Attached to the top of select nacelles, per FAA specifications, will be a single, medium-intensity aviation warning light. These will be red flashing lights that will be operated in accordance with FAA requirements. The FAA determines lighting specifications and determines which turbines must be equipped with lights.

Rotor: A rotor assembly is mounted on the drive shaft and operates upwind of the tower. Electric motors within the rotor hub vary the pitch of each blade according to wind conditions to maximize turbine efficiency at varying wind speeds.

Representative Potential Turbines: The below table lists the representative turbines currently being considered for the Facility. This list is not exhaustive of all potential turbine models or measurements that may be used for this Facility, and the final selected turbine may not be included on this list.

Manufacturer	Hub Height	Rotor Diameter	Tip Height	MW
General Electric	85m (279')	130m (427')	150m (492')	3.8 or 3.4
General Electric	90m (295')	116m (381')	148m (486')	2.5 or 2.3
Vestas (80m (262')	110m (361')	135m (443')	2.0
Vestas (95m (312')	110m (361')	150m (492')	2.0
General Electric	110m (361')	137m (449')	179m (586')	3.6

Regardless of the turbine model ultimately selected, the Facility layout will comply with all applicable County and State setback and sound requirements.

*Demand 6X's height from
Base to tip min set back from
property line*

*claim they will use 4.3 MW
485 ft. tall*

Dakota Range

Access Roads

Existing public roads, private roads, and field paths will be utilized to the extent possible to access the Facility. The existing roads may require improvements before, during, or following construction. Where necessary, new access roads will be constructed between existing roadways and Facility components. The new and improved access roads will be all-weather, gravel surfaced, and generally 16 feet in width. During construction, some of the access roads will be widened to accommodate movement of the turbine erection crane with temporary widths generally not exceeding 36 feet.

Separate access may be required for the cranes used to erect the wind turbines. In such cases, temporary crane paths will be constructed between turbine locations. Following completion of construction, the temporary crane paths will be removed and the area restored, to the extent practicable.

Underground Electrical Collector Lines

The electrical collector lines will consist of an underground cable system between the collector substation and the individual turbine locations. The collector system will be designed for operation at 34.5 kV. The collector lines will be installed in a trench at least 30 inches below the ground to avoid potential impact from the existing land uses. A fiber-optic cable and an additional separate ground wire will also be installed with the collector system. The fiber-optic cable will be used for telemetry, control, and communication purposes. Above-ground junction boxes will be installed as required for connections or splices.

Meteorological Towers

Up to five permanent met towers will be installed as part of the Facility, with up to three of these located in Codington County. These met towers are used to obtain wind data for performance management once the Facility is operational. The met towers will be self-supporting with heights not to exceed the hub height of the wind turbines. The permanent met towers will be marked and lighted as specified by the FAA.

Dakota Range

O&M Facility

An O&M facility will be constructed central to the Facility at a location well-suited for access to the turbines, as well as the substation and switching station. The facility will comprise a single- or two-story, 4,000-to-6,000 square-foot building, which will house operating personnel, offices, operations and communication equipment, parts storage and maintenance activities, and a vehicle parking area. An area for outdoor storage of larger equipment and materials will also be included within a fenced area for safety and security.

SCADA System

The Facility's design includes safety and control mechanisms. These mechanisms are generally monitored using a Supervisory Control and Data Acquisition ("SCADA") system. Each turbine is connected to the SCADA system via fiber-optic cable, which allows the turbines to be monitored in real time by the O&M staff. The SCADA system also allows the Facility to be remotely monitored, thus increasing Facility oversight, as well as the performance and reliability of the turbines. Not only will the local O&M office have full control of the wind turbines, but a 24/7 remote operations facility will also have control of the individual turbines. These two teams coordinate to ensure that the wind turbines operate safely and efficiently.

A third mechanism for safety and control is the turbines themselves. Each turbine monitors the wind speed and direction to ensure its current position is most efficient to produce electricity. This data is also used for feathering the blades; applying the brakes in high wind speeds or if there is ice build-up on the blades; and to tell the turbine when the wind is strong enough to begin turning the generator and producing electricity at the "cut-in" wind speed.

Construction

Once the Conditional Use Permits are approved and other state and federal approvals are obtained, Apex will complete engineering-scale design of the access roads, construction areas, turbine foundations, and the electrical components. This information will be submitted in conjunction with obtaining building permits. Construction of the on-site roads, tower foundations, and substation will take approximately 8 to 10 months. The

Dakota Range

actual installation of the turbines will take approximately 2 to 3 months. Subject to receipt of the necessary permits and any weather delays, the Facility is slated to be operational during the fourth quarter of 2019, but that timeline could be moved up dependent on the construction timeline of the Big Stone South to Ellendale 345 kV line. For collection system trenching during construction, Dakota Range personnel and its contractors will remove topsoil prior to trenching and restore topsoil after trenching is completed. The contractor will typically decompact up to 10 inches below grade for crane paths post construction.

Dakota Range personnel and its contractors will confer closely with the South Dakota Department of Transportation ("SDDOT") and Codington and Grant Counties to manage construction traffic and safely deliver the various turbine components. Driveway Permits will be obtained from the SDDOT prior to construction.

Operation

The Facility will be operated and maintained by a team of approximately 10 personnel, including facility managers, a site manager, and a certified crew of technicians. This team will be at the project site or O&M building during normal business hours and will perform routine checks, respond to issues, and optimize the performance of the wind farm. The team will also have specified personnel on call 24 hours per day, seven days per week, should an issue arise outside of normal business hours.

During operations, the O&M staff will perform scheduled, preventive maintenance on the turbines. This is typically done in conjunction with representatives from the turbine manufacturer for the first one to three years.

Site Selection

The Dakota Range project site was selected through careful considerations of factors including wind speed, transmission availability, current land use, community input, and environmental impacts. First, the site has strong wind speeds for both the region as a whole and the immediate area and close proximity to transmission. The Big Stone South-to-Ellendale 345 kV line that is currently under construction will run through the Facility boundary, providing the Facility direct access to available transmission. Additionally, Apex seeks to site all wind energy projects in locations that are harmonious with the current land

Dakota Range

use. In Codington County, the project footprint falls within land used primarily used for agriculture and pasture land, which lends itself well to a WES. The proposed Facility has received strong support from Codington County landowners in the project area. Lastly, Apex takes environmental concerns seriously, and works hard to minimize adverse impacts to sensitive environmental concerns, including critical habitat and species. Through preliminary desktop analysis and ongoing coordination and evaluation with the United States Fish and Wildlife Service as well as South Dakota Game, Fish and Parks, Dakota Range will minimize impacts to wetlands, grasslands, and local and migratory wildlife species.

Purpose

Electricity generated by the Facility will be connected to the high-voltage transmission grid through the Big Stone South-to-Ellendale 345 kV transmission line located on-site. The electricity will be either purchased by a third party, such as a utility company or an independent corporation, or sold on the open market. Though a third party will purchase the electricity, the specific electrons generated by the Facility will be utilized as needed on the MISO regional grid and cannot be tracked to their exact delivery location or final use. The electricity generated by the Facility will help MISO operators meet electricity demand in both the immediate and surrounding MISO control area. Any electricity not obligated under existing contracts will be sold in the MISO wholesale market for local and regional consumption. This Facility will also provide zero-emission cost electricity to the grid, as well as firm price stability due to the availability of a high-wind resource that will replace the need for ongoing fuel costs.

Project Benefits

Dakota Range will provide a variety of local benefits. During construction, a 300 MW wind project such as this Facility typically generates an immediate need for up to 500 temporary construction jobs over 9 months. Construction and operation of a typical 300 MW wind project results in the injection of millions of dollars into the local economy both immediately and throughout the life of the project. These investments will be seen throughout the community, including at hotels, restaurants, gas stations, auto repair companies, tire companies, grocery stores, and countless other local businesses. During

Dakota Range

operation, the Facility will employ approximately 10 full-time personnel as facility managers, site managers, and turbine technicians. Furthermore, the Facility represents approximately a \$500 million investment in Grant and Codington Counties. Dakota Range will pay taxes on the Facility, which will significantly increase the revenue available for a variety of local needs. Apex also likes to maintain an active presence in the local communities where it operates, and often sponsors local events and provides donations throughout the life of a project.

Necessary Future Permits

Additional permits and approvals are necessary for construction of the Facility, including, but not limited to:

- South Dakota Public Utilities Commission (“SDPUC”) Facility Permit
 - Dakota Range will initiate the process with the SDPUC to obtain this permit.
- Federal Aviation Administration (“FAA”) Determination of No Hazard
 - Dakota Range will obtain Determinations of No Hazard for each wind turbine and permanent met tower from the FAA.
- United States Army Corps of Engineers (“USACE”) Clean Water Act Section 404
 - Dakota Range is designing the project to minimize impacts to jurisdictional waters of the U.S. and anticipates that the project can be built under a USACE nationwide permit with no required pre-construction notification. Dakota Range will obtain any permits required for compliance with Section 404 of the Clean Water Act.
- United States Fish and Wildlife Service (“USFWS”) and South Dakota Game Fish & Parks (“SDGFP”) Consultation
 - Dakota Range is working with the USFWS and SDGFP to avoid, minimize, and mitigate potential impacts to wildlife.
- United States Environmental Protection Agency National Pollutant Discharge Elimination System (“NPDES”) Permit
 - Dakota Range will obtain coverage under a NPDES Stormwater Discharge General Permit, which requires preparation of a stormwater pollution prevention plan (“SWPPP”).
- SDDOT Highway Access Approach and Utility Crossing Permits
 - Dakota Range will obtain access and utility crossing permits from the SDDOT, as necessary.
- Codington and Grant Counties Building, Utility Crossing, ROW Occupancy and Access Approach Permits

Dakota Range

- Dakota Range will obtain building, utility crossing, ROW occupancy, and access approach permits from Codington and Grant Counties, as necessary.

Codington Participating Parcels

Parcel ID	Acres	Landowner Name	PLS Section	PLSS Township	PLSS Range	Parcel County
05000000301190521100000	151.6	AMDAHL ALLEN C		3 T119N	R052W	Codington
05000000301190521200000	134.5	AMDAHL ALLEN C		3 T119N	R052W	Codington
05000002201190523100000	144.2	AMDAHL ALLEN C.		22 T119N	R052W	Codington
05000001101190522100000	161.1	HEUER MAYNARD & DARLIS		2 T119N	R052W	Codington
05000000201190523100000	161.8	HEUER MAYNARD & DARLIS &		2 T119N	R052W	Codington
05000000101190521100000	150.8	KANNAS LEO & JEANETTE ETAL		36 T120N	R052W	Codington
05000000101190524100000	78.6	KANNAS LEO & JEANETTE ETAL		12 T119N	R052W	Codington
05000000101190524200000	78.8	KANNAS LEO & JEANETTE ETAL		1 T119N	R052W	Codington
05000001101190523100000	161.0	KLEINPRINTZ ELAINE & MICHAEL TRUSTE		14 T119N	R052W	Codington
05000001501190521100000	216.2	LAGODINSKI BRET & KRISTIE		22 T119N	R052W	Codington
05000001501190524100000	78.3	LAGODINSKI BRET & KRISTIE		15 T119N	R052W	Codington
05000001401190524100000	154.8	LETRUD GLORIA J. REVOCABLE TRUST		14 T119N	R052W	Codington
05000002301190521100000	155.6	LETRUD GLORIA J. REVOCABLE TRUST		23 T119N	R052W	Codington
05000001401190521400000	2.1	NOELDNER EUGENE W & LEONE A		14 T119N	R052W	Codington
05000001301190523100000	160.7	NOELDNER EUGENE W & LEONE A		14 T119N	R052W	Codington
05000001401190521100000	158.7	NOELDNER EUGENE W & LEONE A		14 T119N	R052W	Codington
05000001001190521100000	152.9	QUITSCH NEIL LARRY		3 T119N	R052W	Codington
11000000501190510000000	304.9	THOMPSON MELVIN & RONDA		32 T120N	R051W	Codington
05000000201190524100000	161.3	THOMPSON MELVIN L.		2 T119N	R052W	Codington
05000001101190521100000	160.8	THOMPSON MELVIN L.		2 T119N	R052W	Codington
05000002601190522100000	161.8	MARKVE KEITH ALLEN		22 T119N	R052W	Codington
05000002601190523100000	161.4	ZEMLICKA SHIRLEY & RODNEY TRUSTEES		26 T119N	R052W	Codington
05000000101190523100000	158.7	MACK EMIL		2 T119N	R052W	Codington
05000001201190522100000	157.6	MACK EMIL		12 T119N	R052W	Codington
05000003601190523100000	80.8	KAHNKE JABE R. % MARK KIENAST		36 T119N	R052W	Codington
05000003601190524100000	121.1	KAHNKE JABE R. % MARK KIENAST		36 T119N	R052W	Codington
14000000101180521100000	585.2	KAHNKE JABE R. % MARK KIENAST		2 T118N	R052W	Codington
05000001201190523100000	157.6	BERG JAMES B. & SUSAN J.		13 T119N	R052W	Codington
05000001301190522110000	146.8	BERG JAMES B. & SUSAN J.		14 T119N	R052W	Codington
05000001301190521100000	303.8	IMME R. R. FAMILY LLP		13 T119N	R052W	Codington
05000000401190524100000	178.1	ROSENFELD HUTTERIAN BRETHERN INC		4 T119N	R052W	Codington
05000002401190522100000	245.1	ROSENFELD HUTTERIAN BRETHERN INC		23 T119N	R052W	Codington
05000002401190524100000	191.6	ROSENFELD HUTTERIAN BRETHERN INC		19 T119N	R051W	Codington
11000000601190513100000	299.4	ROSENFELD HUTTERIAN BRETHERN INC		6 T119N	R051W	Codington
14000000301180523100000	300.9	STARK ALLEN D & DIANNE M		3 T118N	R052W	Codington
14000001001180521100000	295.5	STARK ALLEN D. & DIANNE M.		3 T118N	R052W	Codington
050000031012051R2100000	10.2	JOHNSON MICHAEL D. & NANCY J.		31 T120N	R051W	Codington
05000000301190522100000	135.6	JOHNSON MICHAEL D. & NANCY J.		4 T119N	R052W	Codington
05000000401190521100000	254.1	JOHNSON MICHAEL D. & NANCY J.		9 T119N	R052W	Codington
050000006011951R1100000	157.7	JOHNSON MICHAEL D. & NANCY J.		6 T119N	R051W	Codington
05000000801190521400000	46.7	JOHNSON MICHAEL D. & NANCY J.		16 T119N	R052W	Codington
05000001701190521100000	99.8	JOHNSON MICHAEL D. & NANCY J.		16 T119N	R052W	Codington
050000030012051R2300000	158.7	JOHNSON MICHAEL D. & NANCY J.		30 T120N	R051W	Codington
050000031012051R1100000	161.5	JOHNSON MICHAEL D. & NANCY J.		6 T119N	R051W	Codington
050000031012051R3200000	306.7	JOHNSON MICHAEL D. & NANCY J.		6 T119N	R051W	Codington
050000030012051R3400000	71.7	JOHNSON MICHAEL D. & NANCY J.		30 T120N	R051W	Codington
05000003501190522100000	160.7	BUCHHOLZ COLETTA		35 T119N	R052W	Codington
05000003601190523200000	80.6	BUCHHOLZ COLETTA		36 T119N	R052W	Codington
14000000201180522100000	160.5	BUCHHOLZ COLETTA		2 T118N	R052W	Codington
14000000201180521100000	317.1	BUCHHOLZ COLETTA		2 T118N	R052W	Codington
14000000201180524100000	153.8	BUCHHOLZ COLETTA		2 T118N	R052W	Codington
14000000201180524400000	6.8	THRUN WILLIAM & RAASCH ARDYS		2 T118N	R052W	Codington
14000001101180522100000	158.4	THRUN WILLIAM & RAASCH ARDYS		2 T118N	R052W	Codington
05000002101190524100000	40.2	BESKOW JAMES		21 T119N	R052W	Codington
05000002101190524400000	40.2	BESKOW JAMES & MAVIS		21 T119N	R052W	Codington
05000003301190524100000	160.7	BESKOW JAMES & MAVIS		4 T118N	R052W	Codington
05000003301190523100000	160.1	BESKOW JAMES EA		32 T119N	R052W	Codington
14000001101180521100000	156.7	MOHR ROGER D.		2 T118N	R052W	Codington
05000000901190522100000	132.1	SIEH RANDY		9 T119N	R052W	Codington
05000000901190522200000	85.5	SIEH RANDY		9 T119N	R052W	Codington

11000001901190511200000	96.4	NEUGEBAUER KATHLEEN	19	T119N	R051W	Codington
14000000301180521100000	80.8	KANNAS TIM V	3	T118N	R052W	Codington
05000003401190524100000	141.7	KANNAS TIM V.	34	T119N	R052W	Codington
05000003501190523100000	160.3	KANNAS TIM V.	35	T119N	R052W	Codington
05000003501190524100000	80.2	KANNAS TIM V.	35	T119N	R052W	Codington
14000000301180521200000	70.1	KANNAS TIM V.	3	T118N	R052W	Codington
05000003401190522200000	212.7	BUNDE DARLIS J	28	T119N	R052W	Codington
14000000301180522100000	153.9	BUNDE DARLIS J	3	T118N	R052W	Codington
05000003101190524100000	170.6	BUNDE MERLIN E	6	T118N	R052W	Codington
05000003201190523100000	318.6	BUNDE LARIN L.	32	T119N	R052W	Codington
14000000401180521100000	161.6	BUNDE EDGAR O TRUST	4	T118N	R052W	Codington
05000003401190521100000	228.3	ZUBKE JACKIE L & GRACE M	34	T119N	R052W	Codington
050000025012052R1200000	124.7	FALK FARMS INC	25	T120N	R052W	Codington
05000001001190523100000	74.8	MOYER CLAYTON E. & ALICE I.	9	T119N	R052W	Codington
14000001101180524100000	161.4	MOHR ROGER	11	T118N	R052W	Codington
14000001201180521100000	160.1	MOHR ROGER D.	12	T118N	R052W	Codington
14000001201180522100000	151.0	MOHR ROGER D.	12	T118N	R052W	Codington
14000001101180523100000	159.3	PESTER ROLAND E.	11	T118N	R052W	Codington
14488500101180524400000	33.7	BRESKE TONY & GWEN	1	T118N	R052W	Codington
05000000901190521100000	17.5	HEUER DENNIS & SALLY ETAL	9	T119N	R052W	Codington
05000000901190522300000	60.6	HEUER DENNIS & SALLY ETAL	9	T119N	R052W	Codington
050000036012052R4100000	157.6	AMDAHL ALLEN C	1	T119N	R052W	Codington
05000002701190521100000	304.9	KAZEMBA KIMBERLY	22	T119N	R052W	Codington
05000002701190523100000	303.6	KAZEMBA KIMBERLY	28	T119N	R052W	Codington
05000000201190521100000	142.2	GRABOW TYLER & HILARY	2	T119N	R052W	Codington
05000000101190522100000	149.8	GRABOW TYLER & HILARY	36	T120N	R052W	Codington
05000000201190522100000	144.6	GRABOW TYLER & HILARY	2	T119N	R052W	Codington
05000001501190522100000	146.5	BUNDE ALAINE	16	T119N	R052W	Codington
05000001001190523300000	74.3	BUNDE ALAINE L.	9	T119N	R052W	Codington
05000002201190521100000	148.0	KORTH ROLLO C. FAMILY TRUST	22	T119N	R052W	Codington
05000002801190522100000	160.9	A M FARMS INC	28	T119N	R052W	Codington
05000000901190523100000	158.6	JOHNSON MICHAEL D. & NANCY J.	9	T119N	R052W	Codington
05000000901190523300000	158.6	JOHNSON MICHAEL D. & NANCY J.	16	T119N	R052W	Codington
050000022011905211A0000	132.8	KORTH DAVID R. & DIXIE K.	22	T119N	R052W	Codington
05000002101190523100000A	231.4	A M FARMS INC	20	T119N	R052W	Codington



Filed in - Grant County, Milbank, SD
Recorded on 2/27/2015 2:30 PM
Transaction # 1002781

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:
DHan James, Project Administrator
Wahpeton Wind, LLC
200 Royal Oaks Blvd, A3
Franklin, TN 37067
Tele: 615.418.3210

Document # 229025
Book 271
Page 480 (5 pages) Rec. Fee \$30.00
Nancy Copeland
Nancy Copeland, Register of Deeds
Return To:
WAHPETON WIND
200 ROYAL OAKS BLVD, A3
FRANKLIN, TN 37067

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on January 29, 2015, by and between Allen C. Andahl (collectively or individually, the "Landowner"), whose address is P.O. Box 704, Summit, SD 57266, and **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Grant/Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

**INSTRUMENT NO. 201501340 Pages: 5
BOOK: 4T LEASE / EASEMENT AGREEMENT
PAGE: 4988**

4/9/2015 9:50:00 AM

**ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00
Return To: WAHPETON WIND LLC**

Wahpeton Wind, LLC

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate; and

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more turbines on the Property or on other property within the Project, and any such wind turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18)

months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

Signatures appear on the next Page

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the date first written above.

LESSEE:

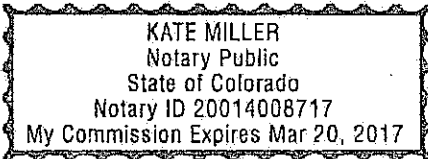
WAHPETON WIND, LLC,
a Colorado limited liability company

By: [Signature]
Printed Name: Jim Newcomb

Title: Manager

STATE OF Colorado COUNTY OF Larimer (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 17th day of February, 2015, by Jim Newcomb, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Kate Miller
Notary Public for Colorado

My commission expires: 3-20-2017

LANDOWNER:

By: [Signature]
Printed Name: Allen C. Amdahl

By: _____

Printed Name: _____

STATE OF South Dakota COUNTY OF Roberts (Where signed)

This instrument was subscribed and acknowledged before me on this 29th day of January, 2015, by Allen C. Amdahl [Signature]

Notary Public for Roberts County

My commission Expires: 1-9-19

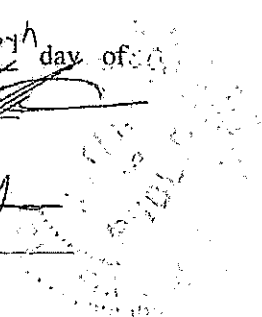


Exhibit A

Description of the Property (Allen C. Amdahl)

All that real property located in Grant/Codington County, South Dakota, described as follows:

The Southwest Quarter (SW1/4) of Section Thirty One (31), Township One Hundred Twenty One (121) North of Range Fifty One (51) West of the Fifth Principal Meridian.

(158.37 acres) *In the former Sisseton and Wahpeton Indian Reservation* ^{PNA}

The Southeast Quarter, Except Lot One (1), Frank and Brenda Redlin Subdivision, and Except the North Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 NE1/4 SE1/4), all located in the Southeast Quarter (SE1/4), of Section Thirty – One (31), Township One Hundred Twenty – One (121) North, Range Fifty – One (51) West of the 5th P.M., Grant County, South Dakota, In the Former Sisseton and Wahpeton Indian Reservation, subject to easements and reservations of record or visible upon the property.

(154 acres)

The Northwest Quarter (NW1/4) of Section Five (5), Township One hundred Twenty (120) North of Range Fifty-One (51) West of the Fifth Principal Meridian, Grant County, South Dakota, and subject to easements and reservations of record. *In the former Sisseton and Wahpeton*

(157 acres) *Indian Reservation* ^{PNA}

West Half (W1/2), also described as Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4), except Lot A and except Lot One (1), Prairie View Subdivision in the Northwest Quarter (NW1/4), all in Section Six (6), Township One Hundred Twenty (120) North, Range Fifty – One (51) West of the 5th P.M., in the Former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota, subject to all patent reservations, vested drainage rights, highway rights of way easements and easements of record or actually existing on the premises.

South Half of the Northeast Quarter and Lots 1 and 2 in Section 6, Township 120 North, Range 51 West of the 5th P.M., in the Former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota, subject to easements and reservations of record or visible upon the property.

(436 acres)

Lots Two and Three (2 & 3), Dummann Second Subdivision in the South Half (S1/2), of Section Twenty-Six (26), Township One hundred Twenty (120) North, Range Fifty-Two (52) West of the 5th P.M., Grant County, South Dakota, Subject to Easements and reservations of record or visible upon the property.

(160 acres)

Lots 1 and 2 and the South Half of the Northeast Quarter and the Southeast Quarter, also described as the East Half (except Lot H-1 in the Southeast Quarter and except Lot H-1 in the Northeast Quarter) of Section 3, Township 119 North, Range 52, West of the 5th P.M. Codington County, South Dakota.

(299 acres)

Wahpeton Wind, LLC



INSTRUMENT NO. 201505153 Pages: 5
BOOK: 4T EASEMENT
PAGE: 5439

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

Wahpeton Wind, LLC
c/o Apex Clean Energy, Inc.
Queen Charlotte Building
236 East High Street
Charlottesville, VA 22902
Attn: Eugene Lerman, Esq.
(434) 220-7595

11/16/2015 11:37:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00
Return To: APEX CLEAN ENERGY

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on February 12, 2015, by and between Maynard Heuer & Darlis Heuer ^{husband and wife} (collectively or individually, the "Landowner"), whose address is 15484 458th Ave. South Shore, S.D. 57263, and **WAHPETON WIND**, LLC, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Grant/Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate; and
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more turbines on the Property or on other property within the Project, and any such wind turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18)

months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. Successors and Assigns. The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. Multiple Counterparts. This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. Governing Law. This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

Signatures appear on the next Page

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the date first written above.

LESSEE:

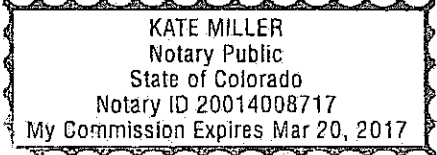
WAHPETON WIND, LLC,
a Colorado limited liability company

By: [Signature]
Printed Name: Jim Newcomb

Title: Manager

STATE OF Colorado COUNTY OF Larimer (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 17th day of February, 2015, by Jim Newcomb, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Kate Miller
Notary Public for Colorado

My commission expires: 3-20-2017

LANDOWNER:

By: [Signature]
Printed Name: Maynard Heuer

By: [Signature]

Printed Name: Darlis Heuer

STATE OF South Dakota COUNTY OF Codington (Where signed)

This instrument was subscribed and acknowledged before me on this 13 day of February, 2015, by Maynard and Darlis Heuer, husband & wife.



Notary Public for Debbie Melville
My commission Expires: My Commission Expires March 24, 2017

Exhibit A

Description of the Property

All that real property located in County, South Dakota, described as follows:

Grant Cty - Lura Twp 120-51 S1/2NW1/4 and NW1/4NW1/4 Sec 17
(120 acres)

Codington Cty - Germantown Twp 119-52 NW1/4 Sec 11
(160 acres)

Codington Cty - Germantown Twp 119-52 – 100 acres of (SW1/4) *Sec 2*
(100 acres)

Maynard Heuer and Darlis Heuer



INSTRUMENT NO. 201601194 Pages: 5
BOOK: 4T LEASE / EASEMENT AGREEMENT
PAGE: 5760

3/28/2016 11:27:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00
Return To: APEX CLEAN ENERGY

RECORDING REQUESTED BY, *PREPARED BY,*
AND AFTER RECORDING,
RETURN TO:
Wahpeton Wind, LLC
c/o Apex Clean Energy, Inc.
Queen Charlotte Building
236 East High Street
Charlottesville, VA 22902
Attn: Eugene Lerman, Esq.
(434) 220-7595

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on March 8th, 2015, by and between Terry Kannas and Darla Kannas, husband and wife; and Leo Kannas and Jeanette Kannas, husband and wife (collectively or individually, the "Landowner"), whose address is 2015 West Kemp, Watertown, SD 57201, and **WAHPETON WIND**, LLC, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, **Landowner and Lessee hereby agree** as follows:

- 1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate; and

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more turbines on the Property or on other property within the Project, and any such wind turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18)

months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. Successors and Assigns. The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. Multiple Counterparts. This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. Governing Law. This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

Signatures appear on the next Page

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the date first written above.

LESSEE:

WAHPETON WIND, LLC,
a Colorado limited liability company

By: Patrick N. Adams

Printed Name: Patrick N Adams

Title: Project Administrator

STATE OF South Dakota COUNTY OF Codington (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 9 day of April, 2015, by Patrick N Adams, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Notary Public for Debbie Melville

My commission expires: My Commission Expires March 24, 2017

LANDOWNER:

By: Terry Kannas
Darla Kannas

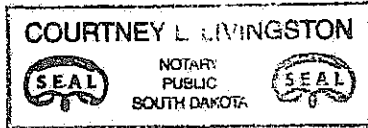
Printed Name: Terry Kannas

By: Leo Kannas / Jeannette Kannas

Printed Name: Leo Kannas Jeannette Kannas

STATE OF SOUTH DAKOTA COUNTY OF CODINGTON (Where signed)

This instrument was subscribed and acknowledged before me on this 19 day of MARCH, 2015, by Courtney Livingston.



Notary Public for STATE OF SOUTH DAKOTA

My commission Expires: 11-07-2015

EXHIBIT A

Description of the Property

All that real property located in Codington County, South Dakota, described as follows:

The East Half of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota
(320 acres)



RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

DHan James, Project Administrator
Wahpeton Wind, LLC
200 Royal Oaks Blvd, A3
Franklin, TN 37067
Tele: 615.418.3210

INSTRUMENT NO. 201500927 Pages: 5
BOOK: 4T LEASE / EASEMENT AGREEMENT
PAGE: 4930

3/12/2015 11:16:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00
Return To: WAHPETON WIND LLC

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on March 8th, 2015, by and between Terry Kannas (collectively or individually, the "Landowner"), whose address is 2015 West Kemp Waterton, S.D. 57201, and **WAHPETON WIND, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. Lease of Property; Easements. Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its

original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

WAHPETON WIND, LLC,
a Colorado limited liability company

By: Patrick N. Adams
Name: Patrick N. Adams
Title: Project Administrator

STATE OF South Dakota
COUNTY OF Codington) ss.

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by Patrick N. Adams, Project Administrator of Wahpeton Wind, LLC, a Colorado limited liability company, on its behalf.

Witness my hand and official seal.

Cindy Brugman
Notary Public for Codington Co., SD
My commission expires: 4-22-2020

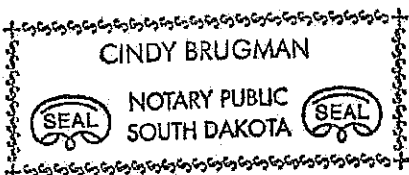


EXHIBIT A

Description of the Property

All that real property located in Codington County, South Dakota, described as follows:

The East Half of Section 1, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota
(320 acres)

Terry Kannas and Darla Kannas



RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

DHan James, Project Administrator
Wahpeton Wind, LLC
200 Royal Oaks Blvd, A3
Franklin, TN 37067
Tele: 615.418.3210

INSTRUMENT NO. 201500926 Pages: 5
BOOK: 4T LEASE / EASEMENT AGREEMEN
PAGE: 4929

3/12/2015 11:15:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00
Return To: WAHPETON WIND LLC

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on February 27, 2015, by and between ELAINE^{M.} KLEINFRITZ REVOCABLE TRUST (collectively or individually, the "Landowner"), whose address is 1501 Muir Ln, Burnsville MN 55337, and WAHPETON WIND FARM, LLC, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate; and

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more turbines on the Property or on other property within the Project, and any such wind turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18)

months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. Successors and Assigns. The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. Multiple Counterparts. This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. Governing Law. This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

Signatures appear on the next Page

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the date first written above.

LESSEE:

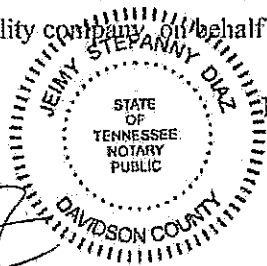
WAHPETON WIND, LLC,
a Colorado limited liability company

By: Dhan James
Printed Name: DHAN JAMES

Title: Asst. Project Manager

STATE OF Tennessee COUNTY OF Williamson (Where signed)

³⁰ The foregoing instrument was subscribed and acknowledged before me this 27th day of February, ~~2015~~, 2015, by DHAN JAMES, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Notary Public for Davidson County TN

My commission expires: May 13/2016

Jeimy S. Diaz
LANDOWNER:

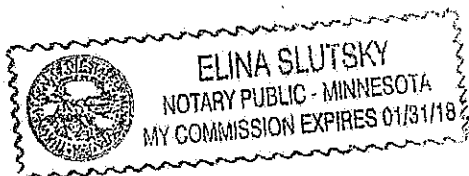
By: Elaine Kleinprantz
Printed Name: Elaine Kleinprantz

Elaine M. Kleinprantz, Trustee of Elaine M. Kleinprantz Revocable Trust LLC
By: _____

Printed Name: ELAINE MARIE KLEINPRANTZ

STATE OF Minnesota COUNTY OF Dakota (Where signed)

This instrument was subscribed and acknowledged before me on this 17th day of FEBRUARY, 2015, by ELAINE MARIE KLEINPRANTZ.



Notary Public for Dakota County

My commission Expires: 01/31

Elina Slutsky 02/17/15