

Garry Ehlebracht

Goodwin, SD

57238

April 2, 2019
Regular Meeting

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

Approval of Minutes:

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

Approval of Agenda

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

APPOINTMENTS

9:05 Highway Superintendent Jamie Hintz

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

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

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

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

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

9:15 Emergency Management Sheila Monnier

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

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

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

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

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

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

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

Dated this 2nd day of April, 2019.

Steve Rhody, Chairman
Deuel County Commission

ATTEST:

Mary J Korth, Auditor

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

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

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

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

9:30 Drainage Board

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

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

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

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

10:00 John Homan

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

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

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

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

10:15 Sheriff Cory Borg

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

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

10:30 Deuel County Ag Development/Greg Toben

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

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

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

10:45 Erik Peterson of Coteau Tiling/ Drainage Board

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

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

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

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

11:30 State's Attorney John Knight

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

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

NEW BUSINESS

Approve Cash Balance Sheet

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

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

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

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

4H Building

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

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

DOT 2019 Statewide County Pavement Marking Agreement #19-09

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

County Credit Cards

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

Easter Holiday/Meeting Date Change/ Travel

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

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

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

Public Comments

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

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

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

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

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

APPROVAL OF WARRANTS:

22) Kreutner moved, seconded by Rhody to approve all warrants as presented and those paid early to avoid service charge. All voted yes and the motion carried.
A&B Business Solutions 468.95 Supplies, A-Ox Welding Supply Company In 103.40 Rental/Supplies, American Solution For Business 192.70 Supplies, At&T Mobility 381.64 Utilities Cell Phones, Auto Value Parts Store 137.90 Repairs/Supplies, Bjerke Sanitation 193.00 Utilities, Brandt Township 192.00 Gopher Bounty, Credit Collections Bureau 137.70 Paid Fees, Clear Lake Building Center 260.21 Supplies, City Of Clear Lake 287.41 Snow Removal/Utilities, City of Watertown 4058.24 911 Surcharge, Codington County Auditor 4526.24 Prisoner Care/Pro

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

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

Mary J Korth, County Auditor

Steve Rhody, Chairman

Published One Time at the Approximate Cost of ____

Garry Ehlebracht

MISC 2017 3221



Goodwin SD
57238

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



RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
INDEXED ✓
8pg 1890

**PREPARED BY &
AFTER RECORDING RETURN TO**

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

(This space reserved for recording information)

County Commissioner
voted
for
Ordinance

MEMORANDUM OF LEASES AND EASEMENTS

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

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

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

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

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

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

4. As to the Wind Non-Obstruction Easement:

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

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

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

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

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

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

6. The address of the Owner is:

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

The address of the Operator is:

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

Owner:

Jaeger Farms, a South Dakota Partnership

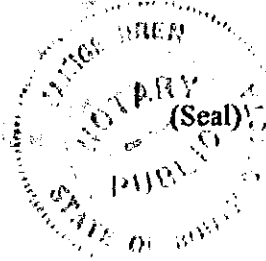
By: *[Signature]*
Gary I. Jaeger, Co-Partner

OWNER ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss:
COUNTY OF *Beauregard*)

On this the *14* day of *August*, 2017, before me, the undersigned officer, personally appeared Gary I. Jaeger, as Co-Partner operating in the name of “Jaeger Farms”, a South Dakota Partnership, who is personally known to me or who subscribed to the foregoing instrument and acknowledged that he executed the same.

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



[Signature]
Notary Public
My Commission Expires: *8/30/17*

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

Owner:

Jaeger Farms, a South Dakota Partnership

By: Dennis A. Jaeger
Dennis A. Jaeger, Co-Partner

OWNER ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss:
COUNTY OF Codington)

On this the 14 day of August, 2017, before me, the undersigned officer, personally appeared Dennis A. Jaeger, as Co-Partner operating in the name of "Jaeger Farms", a South Dakota Partnership, who is personally known to me or who subscribed to the foregoing instrument and acknowledged that he executed the same.

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



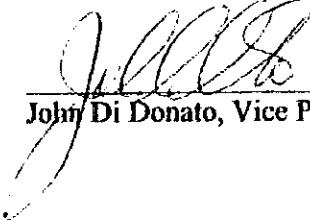
[Signature]

Notary Public
My Commission Expires: _____

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

Operator:

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

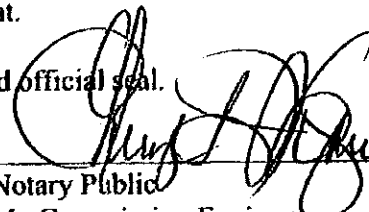
By: 
John Di Donato, Vice President

OPERATOR ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH

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

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



Notary Public
My Commission Expires: _____

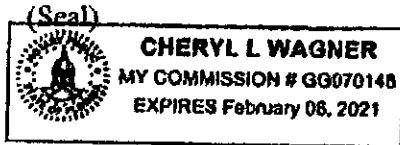


EXHIBIT A-1

Legal Description of Owner Property

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

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

HOLDING PAGE FOR EXHIBIT A-2

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