

EL19-027 - In the Matter of the Application by Crowned Ridge Wind II, LLC for a Permit of a Wind Energy Facility in Deuel, Grant and Codington Counties

- After attending public WES hearings for over 2 years, it amazes me how many issues that will greatly impact health, safety, welfare, quality of life and danger to whole communities and the environment are still being glossed over. When will this Commission quit playing Russian Roulette with rural residents' lives?
- I live 7 miles from the DR I footprint. During the process was treated like I should not have been there asking questions and trying to protect the quality of life for my family and community.
 - Now about a year later, during the CRI hearing an expert hired by wind, Jay Haley, and excepted as such by this Commission, confirmed the noise from Dakota Range will affect people and property 25 miles away. This should concern the Commission as they did not have all the information to make fully informed permitting decision. Now that this Commission is aware, will the Commission require notice to all effected properties?
- During PUC Docket 18-019 public hearing, this Commission was asked several times about burying the transmission lines, associated with the proposed project.
 - Now a year later during the CRI hearing, NextEra wind engineer Mark Thompson stated "And with wind and ice, your weak link becomes that transmission line." Just wonder how many impacts, will we learn about a year or two later that should be addressed before getting a permit.
 - I also would like to ask, will this Commission require Crowned Ridge to remove the transmission lines to nowhere if the court systems find the local and state permits illegal or invalid?
- How many lawsuits are against this applicant in SD? There are two in Grant County as the CUP is for both CRI and CRII. Will there be more? Is it wise for the Commission issue permit to applicants when the outcome of those lawsuits is unknown?
- This Commission has heard many times concerns about liens and mortgages being placed on easement holders. I have brought documents to show that ~~the~~ Wholly Owned Subsidiary of NextEra as is the ~~the~~ applicant, has caused both liens and mortgages. If this happens in this proposed project will it affect a

farmer's ability to get an operating loan or sell his property?

- The applicants affiliate or entity in 2012 sent a letter to many landowners stating they **would not be renewing** the agreement because of several criteria, including **wind resource and environmental**. But here we are today, why is that? Could it be so the applicant with this proposed project can fleece American taxpayers to the tune of more than \$32 million in PTC's, all while destroying the goodness of rural South Dakota.
- During the CRI discovery, the intervenors asked for the capacity factor. We were told it was confidential. The capacity factor is in the public domain. I have provided the documents from the MN PUC docket NO E002/AA-19-293.
 - Will the Commission question the methods to arrive at that capacity factor? Would that number be the same if the applicant paid taxes on the capacity factor instead of the production? What is the true net electricity produced after all the turbines usage from the grid is removed? Will the public ever get to see that number? What number and method does the applicant use to present all the estimated revenue projected to schools, townships, and counties? In the CRI docket we were given several different answers.
- For this proposed project I have included Register of Deeds documents from Deuel and Codington Counties. These include a BOA member with a conflict of interest, is receiving turbine CRII 70, who has influenced the BOA and voted on WES ordinances. Also included is memorandums for wind leases and easements, showing the grantor will be paid for effects, noise and non-obstruction easements for land in the contract and adjacent properties. **Nonparticipants have given the applicant no permission to have effects, noise or non-obstruction**. What SDCL gives the Commission the authority to force nonparticipants land to be encumber with the industrial waste from the applicant? I was not able to find on the public record the so-called confidentiality agreements. Why is that? If the proposed project is so great for our communities, why has the proposed project that has been being worked on since 2007 been hidden from the public until 2017?
- The applicant has omitted receptors and let's call a receptor what it is a **HOME**. The Commission has the duty and the public has the right to know the effects to homes and property lines inside the footprint and well, according to the applicants freshly licensed P.E. Jay Haley, noise effects properties 25 miles away from a turbine.

- In a year or two what omissions might come to light, and how that will affect our lives? Who will be held liable for the destruction of our health, safety, welfare and quality of life?

Methods

131 turbines x 2.3 MW = 301.3 MW

301.3 MW x 8,760 hours = 2,639,388 MW 100% efficiency

2,639,388 x 50.9% efficiency = 1,343,488.492 MW

1,343,488.492 x \$24 PTC = \$32,242,763.808 million

\$32,242,763.808 / 131 turbines = \$246,127.97 per turbine per year.

Kristi Nogen
Twin Brooks, SD

Crowned Ridge Wind, LLC

August 9, 2019

Re: Notice for Start of Construction
Crowned Ridge Wind, LLC
Crowned Ridge Wind Farm

Dear Landowner:

I would like to inform you that Crowned Ridge Wind, LLC (CRW) plans to commence construction of the up to 300 MW Crowned Ridge Wind Farm (Project) located in Grant and Codington County, South Dakota no earlier than August 29, 2019.

Enclosed, for your information, please find the following Project-related documents:

- Exhibit A: A copy of the Final Decision and Order Granting Permit to Construct Facility
- Exhibit B: Detailed Safety Information
- Exhibit C: Project construction/maintenance damage compensation plans & procedures
- Exhibit D: Project Public Liaison Officer Information

CRW will be working with Blattner Energy Inc. (Blattner) who will be constructing the Project. In addition, CRW will have an on-site representative, who will oversee Project construction in cooperation with Blattner.

For your information, we have included the South Dakota Public Utilities address, phone number and website as well as the contact information for the onsite construction manager.

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 E. Capitol Ave.
Pierre, South Dakota 57501-5070
(605) 773-3201
<https://puc.sd.gov/>

Crowned Ridge Wind, LLC
Dick Rausch
(512) 971-5450
Dick.Rausch@nexteraenergy.com

We look forward to addressing any questions you may have and working with you through the construction and operations of the Project.

Sincerely,



Tyler Wilhelm
Senior Project Manager
Crowned Ridge Wind, LLC

source Fee Docket 19-003
exhibit I-31

Recorded 3/25/2019 1:56:09 PM
Tuscola County John Bishop
(Register of Deeds)
Receipt: 17749 Fee: \$30.00
L- 01418 P- 00474 - 00476 (3)

RECEIVED IN TUSCOLA COUNTY
MARCH 25, 2019 01:32:19 PM

CLAIM OF LIEN
(Under the Construction Lien Act of 1980)

Notice is hereby given that on the 14th day of June, 2018, Gentner Excavating, LLC, 392 County Road 50, Avon, MN 56310-8661 first provided labor or material for an improvement to:

See attached Legal Description

the owner of which property is Montei, Inc., 3358 W. Fairgrove Road, Fairgrove, MI 48733 and the easement holder, who is also the owner of the construction project, is Pegasus Wind, LLC, 700 Universe Boulevard, Juno Beach, FL 33408. The last day of providing the labor or material was the 27th day of December, 2018.

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A CONTRACTOR,
SUBCONTRACTOR, OR SUPPLIER:

The lien claimant's contract amount, including extras, is \$4,155,059.66. The lien claimant has received payment thereon in the total amount of \$2,409,154.46 and therefore claims a construction lien upon the above-described real property in the amount of \$1,745,905.20.

TO BE COMPLETED BY A LIEN CLAIMANT WHO IS A LABORER:

The lien claimant's hourly rate including fringe benefits and withholdings is \$ _____. There is due and owing to or on behalf of the laborer the sum of \$ _____ for which the laborer claims a construction lien upon the above-described real property.

(IF APPLICABLE COMPLETE THE FOLLOWING)

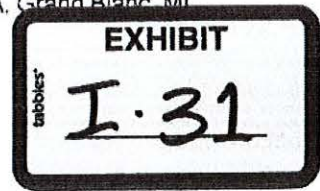
The construction lien having been assigned, this claim of lien is made by _____ as assignee thereof.

Amber P. Gentner
Amber Gentner, Authorized Agent
Gentner Excavating, LLC
7603 Munford Road, Ruth, MI 48470

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)
Subscribed and sworn to before me this 25th day of March, 2019.

Cheryl A. Maxheimer
Cheryl A. Maxheimer, Notary Public
Genesee County, Michigan
My commission expires: 01-25-2022
Acting in Genesee County, Michigan

PREPARED BY AND WHEN RECORDED, RETURN TO: Alan F. Himelhoch (P41665), WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIMELHOCH, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI 48439; (810) 579-3600



**PROOF OF SERVICE OF NOTICE OF FURNISHING
(Under the Construction Lien Act of 1980)**

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

A. Service upon property owner, project owner, easements owner, lessee or designee:

Cheryl A. Maxheimer of the Township of Grand Blanc, in said County, being duly sworn, says that on the 20th day of March, 2019, she served a true copy of a notice of furnishing upon Montei, Inc. and Pegasus Wind, LLC

by (a) personal service
at _____
(address or location of personal service)

or
(b) X certified mail
by mailing the same to: Montei, Inc., 3358 W. Fairgrove Road, Fairgrove, MI 48733;
Montei, Inc., Attn: Jeff Montei, Resident Agent, 3358 W. Fairgrove Road, Fairgrove,
MI 48733 and Pegasus Wind, LLC, 700 Universe Boulevard, Juno Beach, FL 33408

B. Service upon the general contractor, if any:

Cheryl A. Maxheimer of the Township of Grand Blanc, in said County, being duly sworn, says that on the 20th day of March, 2019, she served a true copy of a notice of furnishing upon Blattner Energy, Inc.

by (a) personal service
at _____
(address or location of personal service)

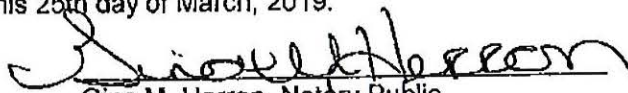
or
(b) X certified mail
by mailing the same to: Blattner Energy, Inc., 392 County Road 50, Avon, MN .
56310-8661

and
(c) X email to Blattner Energy, Inc., Jackie Schafer: jackies@blattnerenergy.com

Dated: March 25, 2019


Cheryl A. Maxheimer

Subscribed and sworn to before me this 25th day of March, 2019.


Gina M. Herron, Notary Public
Genesee County, Michigan
My commission expires: 09-17-2025
Acting in Genesee County, Michigan

Photos - Screenshot (1204).png

See all photos + Add to

Tuscola County x Document: 2018001026617 x +

https://countyfusion7.kofiletech.us/countyweb/main.jsp?countyname=TuscolaMI

Tuscola County Register of Deeds

Home | Search Public Records | Search Guide | Preferences | Print Queue Need Help? | Log Out

Search Details - General Index Date: 06/03/19 Save Image | Hide/Show Details | Back to Results | Back to Criteria

History: BK 01355 PG 00959 MORTGAGE

Instrument Information

Instrument Status: Recorded and Verified document

Instrument Type: **MORTGAGE**

Volume: DPR

Liber/Page: 01355 / 00959 Prev Next

Number of Pages: 89

Recorded Date: 07/28/2016 09:11:00 AM

Executed Date: 07/07/2016

Consideration:

MORTGAGE
This is a Future Advance Mortgage

THIS MORTGAGE (this "Mortgage") is made as of July 14, 2016 by TUSCOLA WIND II, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office at Nextera Energy Resources, LLC, 700 Universe Boulevard, Juno Beach, Florida 33408-0428 (the "Mortgagor"), to MUFJ Union Bank, N.A., having an office at Attention: Corporate Trust Account Administration, 350 California Street, 11th Floor, San Francisco, California 94104, as collateral agent for the benefit of the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Mortgagee").

WITNESSETH:

view more

Build: 1053 190506_1233_A19_MAR
©All rights reserved, Tuscola County

Powered By **KOFILE**

tuscola wind to pe...pdf | 2018001026617.pdf | juniata land tuscol...pdf | 2017001013065.pdf | juniata land tuscol...pdf | Show all x

Type here to search

10:38 PM 8/19/2019

source internet
pg 1 of 3

profile is not specific to the wind farm in question. Towards this end, a recent year will have generation values from more wind farms than an earlier year.

3. MISO's operations and transmission limitations change over time as new wind farms and new transmission lines are built. A recent year is likely to be more representative of future conditions (i.e. generation volumes net of curtailment) than an earlier year.

The 2019 Typical Wind Year profile includes wind generation data from 2018 for January, February, March, and July, data from 2017 for April, May, September, November, and December, and data from 2016 for June, August, and October.

Constructing Generation profiles for the TWY

As mentioned earlier, actual generation data is generally used for the TWY profile rather than generation profiles based upon wind speed data and turbine power curves. Some wind farms on the NSP system do not have generation data for all the months in the TWY profile because they were not yet operational during these months. This issue is addressed by using available generation data to determine the most highly correlated, geographically proximate wind farm and appropriately scaling the generation from the existing wind farm to the new wind farm.

- The Odell profile is based on the combined profile shapes of the Jeffers and Big Blue wind farms, but is based on the relatively higher Odell capacity factor during periods of time with generation data from all three wind farms.
- The Courtenay profile is based on the combined profile shapes of the Velva and Grant County wind farms, but is based on the relatively higher Courtenay capacity factor during periods of time with generation data from all three wind farms.
- Smaller, older wind farms occasionally have outages which can last for months at a time. For currently active wind farms with historic monthly periods of zero generation, a generation profile is created from a wind farm of similar size and geographic location with good generation data which is scaled to match the capacity of the wind farm with zero generation.

Generation profiles for future wind farms with no generation data were derived by using the empirical power conversion from a recently built NSP wind farm to convert wind speed data from a wind farm which is geographically proximate to the future wind farm. In order to account for geographic diversity, the wind speed profiles were shifted either earlier or later by an hour. In order to match the expected capacity factors of future farms built with newer turbine technology, a wind speed adder was applied to all hours of the profile.

- The 300.6 MW Crowned Ridge Build-Owned-Transfer (“BOT”) profile was derived using MinnDakota wind speed data with a -2 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 0.701 mps applied to all hours in order to achieve the expected capacity factor of 50.9%.
- The 300.6 MW Crowned Ridge Purchased Power Agreement (“PPA”) profile was derived using MinnDakota wind speed data with a -1 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.471 mps applied to all hours in order to achieve the expected capacity factor of 50.72%.
- The 302.4 MW Dakota Range self-build profile was derived using MinnDakota wind speed data with a 0 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.004 mps applied to all hours in order to achieve the expected capacity factor of 46.0%.
- The 150 MW Dakota Range 3 PPA profile was derived using MinnDakota wind speed data with a +1 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.004 mps applied to all hours in order to achieve the expected capacity factor of 46.0%.
- The 200 MW Freeborn self-build profile was derived using Pleasant Valley wind speed data with a -2 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.244 mps applied to all hours in order to achieve the expected capacity factor of 49.3%.
- The 200 MW Blazing Star 1 self-build profile was derived using MinnDakota wind speed data with a -2 hour offset, the Odell wind farm empirical power curve, and a wind speed adder of 0.7845 mps applied to all hours in order to achieve the expected capacity factor of 53.9%.
- The 200 MW Blazing Star 2 self-build profile was derived using MinnDakota wind speed data with a -1 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 0.877 mps applied to all hours in order to achieve the expected capacity factor of 52.6%.
- The 150 MW Foxtail self-build profile was derived using Grant County wind speed data with a -3 hour offset, the Border wind farm empirical power curve, and a wind speed adder of 1.269 mps applied to all hours in order to achieve the expected capacity factor of 53.5%.
- The 105.6 MW Clean Energy #1 PPA profile was derived using Border wind speed data with a +2 hour offset, the Border wind farm empirical power curve, and a wind speed adder of -1.324 mps applied to all hours in order to achieve the expected capacity factor of 43.21%.
- The 100.2 MW Lake Benton BOT repower was derived using MinnDakota wind speed data with a 0 hour offset, the Border wind farm empirical power

Boulevard Associates, LLC

700 Universe Blvd.
Juno Beach, FL 33408-2683

8/31/2012

JAEGER FARMS

██████████
GOODWIN, SD 57238-5024

Re: Wind Farm Agreement

Dear JAEGER FARMS,

As you are aware, the wind farm agreement we have on your property renews annually. After a thorough review of the opportunities for wind energy in your area, we have decided to not renew your agreement at this time.

I want to personally thank you for your participation and cooperation as we gathered data for a potential wind project in your community. The decision to discontinue your agreement was based on a list of criteria, including market opportunities, wind resource and environmental that leads us to the decision to terminate your wind farm agreement with Boulevard Associates, LLC. Based on this determination, we will also be discontinuing any further payments.

We will continue to monitor this region. If market conditions change and we believe this project is viable in the future, we will contact you. Should you have any questions please feel free to contact me at (561) 691-7240.

Sincerely,

Scott Scovill
Director Development

cc: Mikel Greene

Source: Public Document Filed
in Devel County Register
of Deeds Office
1 of 247 alike letters
on file in Devel County,

Source →

STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - SS
FILED FOR RECORD THE 9TH DAY OF JANUARY
20 09 AT 1:55 O'CLOCK P M AND RECORDED
IN BOOK 2009 OF MISC PG 3012
Candice L. Foster
Register of Deeds Deputy
RF: \$24.00 RT: FPL

AFTER RECORDING RETURN TO

Kevin C. Reive, Esq.
FPL Energy, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 304-5682



RECORDED
NUMERICAL
GRANTOR
GRANTEE
SAT. ASSG.
#26

(This space reserved for recording information)

MEMORANDUM OF LEASES AND EASEMENTS

THIS MEMORANDUM OF LEASES AND EASEMENTS is dated as of the 15 day of August, 2008 ("Memorandum") by and among Gary I. Jaeger and Dennis A. Jaeger, co-partners operating in the name of "Jaeger Farms", a South Dakota partnership (collectively, the "Owner"), and Boulevard Associates, LLC, a Delaware limited liability company ("Operator"), an affiliate of FPL Energy, 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 the following leases and easements (jointly and severally, the "Property Rights"):

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

covering 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 ("Option Term") 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 Period"). The Option Term may be extended for one twenty-four (24) month extension period ("Extended Option Period"). Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term.

(This space reserved for recording
information)

2. As to the Owner Property:

(a) The Owner Property was granted by, and the terms and conditions of the Property Rights are as set forth in, that certain Wind Farm Lease and Easement Agreement executed by and between the Owner and Operator dated August 15, 2008 (the "Agreement");

(b) The term of the Property Rights commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter.

3. As to the Wind Non-Obstruction Easement:

(a) The description of the real property subject to the Wind Non-Obstruction Easement pursuant to the Agreement is set forth in **Exhibit A-2** attached hereto:

(b) 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 is also set forth in **Exhibit A-2** attached hereto.

(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.

4. 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 Property Rights 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.

(This space reserved for recording
information)

5. The address of the Owner is:

Jaeger Farms, a South Dakota Partnership
Attn: Gary Jaeger and Dennis Jaeger
46877 170th Street
Goodwin, South Dakota 57238
Telephone: (605) 795-3571

The address of the Operator is:

Boulevard Associates, LLC
700 Universe Boulevard
Juno Beach, FL 33408-2683
Attn: Business Manager

6. **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 herein contained 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 easements and leases shall be the same as the terms and conditions of the Leases and Easements, including the annual payments as set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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 ✓
RELEASED
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)

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]

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.