

**LAND**

# **AUCTION**

## **Monday, October 15, 2018**

**SALE TIME: 10:00 AM**

LOCATION: FARRELL AUCTION CENTER, S. HWY. 15, MILBANK, SD

### **135.21 Acres in Twin Brooks Township**

**TERMS:** 10% down earnest money day of auction, balance on closing Dec. 19th. Title insurance used cost split 50/50 between buyer and seller. Seller will pay the 2018 taxes. This property is being sold with no contingencies.

**NO BUYERS FEE!**

**Grant County, South Dakota**

**LEGAL DESCRIPTION:** NW1/4 excluding the east 1200 feet of the north 900 feet, Section 17, R120N-R50W, Grant Co., SD

135.21 acres of which 83.76 are listed as tillable acres, 40 acres of pasture, and 11.45 acres in a wooded ravine with excellent hunting. Taxes are approx. \$1500 taxes haven't been determined for this parcel. There are 2 easements on this property. One with Geronimo Energy for a wind easement, and one for access to neighboring fields.

**For more information and aerial maps contact Farrell Auction Co.**

**FARRELL AUCTIONEERS**  
208 • 15TH • S.W.

**Farrell Auction and Real Estate LLC**  
AUCTIONEERS  
REAL ESTATE BROKERS  
REAL ESTATE APPRAISERS  
P.O. Box 194, Milbank, SD  
Phone 605-682-5291 • Mobile 605-282-2105  
www.FarrellAuction.com

**SALE TERMS:** Cash. All other sale terms and conditions to be announced on sale day. Deposits made sale day take precedence over written bids.

**NOT RESPONSIBLE FOR ACCIDENTS**

## **Great Western Bank**

**OWNERS**

**Publication: Valley Shopper**  
**Publication Date: October 8, 2018**  
**Sale price: \$324,504**  
**Acres: 135.21**  
**Price per acre: \$2400.00**



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

---

IN THE MATTER OF THE APPLICATION )  
BY CROWNED RIDGE WIND, LLC FOR A )  
PERMIT OF A WIND ENERGY FACILITY )  
IN GRANT AND CODINGTON COUNTIES )

EL19-003

) **APPLICANT'S RESPONSES**  
) **TO INTERVENOR'S FOURTH**  
) **SET OF DATA REQUESTS TO**  
) **CROWNED RIDGE WIND, LLC**

Attached, please find Applicant's Responses to Intervenor's Fourth Set of Data

Requests to Crowned Ridge Wind, LLC.

4-1) Please submit resumes and a description of current state licenses held for the following people:

Tyler Wilhelm  
Sam Massey  
Mark Thompson  
Kimberly Wells  
Sarah Sappington  
Jay Haley

**Response:** See Attachment 1.

**Respondents:** Tyler Wilhelm Project Manager; Sam Massey Director of Renewable Development; Mark Thompson Manager Wind Engineering ; Kimberly Wells Environmental Services Manager; Sarah Sappington, Director; Jay Haley Wind Engineer.



4-2) Please provide the annual balance sheet and annual profit and loss statement for the Applicant for the last 3 years. The undersigned counsel will sign an appropriate protective agreement on this matter.

**Response:** There is no balance sheet or annual profit and loss statement for Crowned Ridge Wind, LLC.

**Respondent:** Sam Massey, Director of Renewable Development

4-3) Please provide the project's capacity factor or explain why the project's capacity factor remains confidential when the actual energy production will be reported to FERC on a regular basis and public basis.

**Response:** The Project estimates an average net capacity factor of approximately [REDACTED] annually for the life of the Project.

**Respondent:** Tyler Wilhelm, Project Manager

4-4) Please provide GE safety manual or explain how the manual could be considered a proprietary trade secret when it is available to any purchaser of a GE turbine.

**Response:** On May 13, 2019 Crowned Ridge Wind provided counsel for Intervenor a standard protective agreement. Crowned Ridge Wind sought and obtained the express consent from GE to provide the safety manual to Intervenor's counsel for his eyes only, provided he executes the protective agreement. The protective agreement is attached as Attachment 1. The GE safety manual will only be provided after counsel for Intervenor executes the protective agreement.

The GE safety manual contains the proprietary and confidential work product of GE, and, therefore, falls within the definition confidential information set forth in SDCL 15-6-26(c)(7); and Commission Rule 21:10:01:39: "... a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way." SDCL 37-29-1 defines a trade secret as

... information, including a formula, pattern, compilation, program, device, method, technique or process, that:

(i) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(ii) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

GE has expended time, money, and resources to develop the safety manual, and, therefore it has independent economic value to GE. To publicly disclose the manual would harm the competitive position of GE in that it would give providers of similar competitive services information useful in making their own decisions, without expending the time and money necessary to gather and develop the data, and would allow providers of competitive services to profit or otherwise derive benefits at the expense of GE. Further, the GE safety manual explicitly prohibits the copying or disclosure of the manual to others without the express consent of GE, and, therefore, GE is taking reasonable steps to maintain its secrecy. Consistent with GE's protection of its proprietary and confidential information, GE has only consented for Intervenor's counsel to obtain a "for his eyes only" copy of the safety manual if he executes the attached protective agreement.

**Respondent:** Miles Schumacher, Attorney

4-5) Provide the Findings of Fact for the April 8<sup>th</sup> CUP permit approval.

**Response:** Please see Attachment 1.

**Respondent:** Miles Schumacher, Attorney

**4-6) Will crane paths cross any Prairie Pothole Region Fens?**

**Response:** Review of the Construction Easement and crane path locations reveals that the crane paths do not cross Prairie Pothole Region Fens.

**Respondents:** Tyler Wilhelm, Project Manager and Sarah Sappington, Director.

4-7) Has NextEra or any affiliates of NextEra in the United State caused a lien to be placed on land owned by landowners, because of nonpayment or dispute over payment concerning construction contracts?

**Response:** Crowned Ridge Wind objects to the question on the grounds that it is overly broad and not relevant to the proceeding. Subject to and without waiving this objection, Crowned Ridge Wind provides the following answer:

No.

**Respondent:** Sam Massey, Director Renewable Development



4-8) Why does neither map show rural water lines in the project boundary?

**Response:** There is no requirement to provide a map showing rural water lines within the project boundary. ARSD 20:10:22:18(1)(k) does require that groundwater sources be shown on a map, which is represented as undifferentiated glacial outwash deposits shown in Application Exhibit 9a.

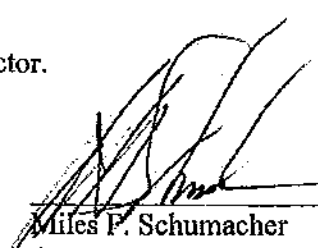
Also, review of SDDENR drillers logs reveals that the Grant-Roberts Rural Water System wells are located to the east of the project boundary.

The South Dakota Association of Rural Water Systems (SDARWS) website (<http://www.sdarws.com/rural-water-systems.html>) lists the following systems as serving communities in the project boundary:

- The Brookings – Deuel Rural Water System serves several communities within Brookings and Deuel Counties, and portions of Grant County, but none of the communities lie within the project boundary.
- The Sioux Rural Water System serves several communities within Codington, Clark, Deuel, and Hamlin Counties, with the Town of Waverly being the only community within the project boundary.

Review of the Shallow Groundwater Protection Zones and Wellhead Protection Area (WHPA) Maps for Codington and Grant Counties reveals that an approximately 42.7-acre triangle-shaped parcel of land within the project boundary overlies a declared WHPA in Grant County that is located in the SE¼ Section 33, T120N, R51W. The closest point of the Construction Easement for CRI Wind Turbine 13 is approximately 312 feet to the southwest of the WHPA boundary, while the tower itself is located approximately 545 feet southwest of the boundary.

**Respondent:** Sarah Sappington, Director.



Miles P. Schumacher  
Attorneys for Applicant  
Lynn, Jackson, Shultz & Lebrun, PC  
110 N. Minnesota Ave., Suite 400  
Sioux Falls, SD 57104

1 a year. Not a lot, but I did hear testimony at the  
2 Codington County public hearing that this also can cause  
3 sleep disturbance. It is my belief that I should not have to  
4 live or raise my children in an environment where we are  
5 unable to sleep soundly or possibly suffer any long-term  
6 health impacts.

7 My second topic is the violation of my property  
8 rights. I, ultimately, desire to move my home into a  
9 different area on my property. Unfortunately, this would be  
10 moving my family into an area where I would experience even  
11 more noise and shadow flicker according to the maps. I  
12 believe I have the right to enjoy my entire property to its  
13 fullest. I feel the turbine projecting noise and flicker  
14 onto my land and affecting the way I use it is an illegal  
15 taking of my property rights.

16 I ask that you either deny the permit or curtail  
17 the placement of turbines so that all the non-participating  
18 property owners should experience zero shadow flicker and  
19 noise levels of less than 30 dB(A).

20 And then, also, going back to the sound study in  
21 the noise and flicker maps, is somebody from E-A-P-C here?

22 MR. WILHELM: Jay.

23 MR. LYNCH: Jay. Jay, are you a P-E, a  
24 professional engineer? Are you certified?

25 MR. HALEY: I'm a professional engineer.



Haley

Transcript of PUC Public Input Hearing 3/20/19, Waverly, SD

THE APPLICATION BY CROWNED RIDGE WIND FOR A PERMIT OF A  
WIND ENERGY FACILITY IN GRANT AND CODINGTON COUNTY, SD

PUBLIC INPUT HEARING  
March 20, 2019

Page 29

Page 31

1 MR. LYNCH: Okay. And did you --  
2 I'm allowed to ask him these questions, right?  
3 And did you stamp these drawings or did you put  
4 your professional engineer -- is there a copy that's stamped?

5 MR. HALEY: To answer your first question, yes, I  
6 am a registered professional engineer. No, I did not stamp  
7 those studies because it's not a requirement.

8 MR. LYNCH: Okay. So, in my experience, when the  
9 companies I have worked for, when we were doing structural or  
10 electrical drawings and we wanted to know that they were  
11 being done correctly and certified, we send them to a P-E and  
12 the P-E puts their stamp on them. And what that basically  
13 means is that they're guaranteeing or betting, you know, to  
14 the best of their ability, that those drawings are correct  
15 and accurate.

16 I see in very fine print on all these drawings at  
17 the bottom of these, it says, neither E-A-P-C nor any person  
18 acting on their behalf makes any warranty, expressed or  
19 implied, with respect to the use of any information disclosed  
20 on this drawing or assumes any liability with respect to the  
21 use of any information or methods disclosed on the drawing.

22 So, I just take that to mean that the drawing  
23 doesn't have to be accurate and it doesn't have to be a  
24 correct representation. They can, basically, put whatever  
25 they want out there and it doesn't really mean anything.

1 COMMISSIONER NELSON: CR-19. Thank you. Any other  
2 questions at this juncture?

3 Just for your information, when the applicant comes  
4 before us for the evidentiary hearing, they are required to  
5 take an oath swearing to that their testimony is accurate and  
6 go through that process just as if they were in a courtroom.  
7 So, they will -- I appreciate that question because it's --  
8 of your concern because it's very important that everything  
9 is, from a standpoint of qualifying as evidence as if it --  
10 as an evidentiary hearing because that's what it is. So,  
11 it's a good point and we appreciate that.

12 MR. LYNCH: I appreciate that.

13 COMMISSIONER NELSON: Yes, sir.

14 Other questions or concerns, please come on down  
15 and -- I see a familiar face up there raising a hand. Come  
16 on down.

17 Good morning. Or excuse me, good evening, sir.

18 MR. EHLEBRACHT: Good evening. My name is  
19 Garry Ehlebracht, E-h-l-e-b-r-a-c-h-t. I'm from Goodwin,  
20 South Dakota, and I'm reading the comments here from  
21 Isaac Orr.

22 "Dear Esteemed Commissioners of the South Dakota  
23 Public Utilities Commission. My name is Isaac Orr, and I am  
24 a policy fellow specializing in energy and environmental  
25 policies at [the] Center of American Experiment, a think tank

020134



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

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)

**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:

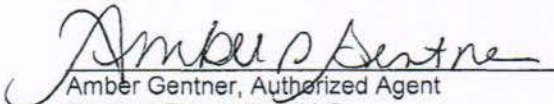
The lien claimant's contract amount, including extras, is \$4,155,059.66. The lien claimant has received payment thereon in the total amount of \$2,409,154.46 and therefore claims a construction lien upon the above-described real property in the amount of \$1,745,905.20.

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.

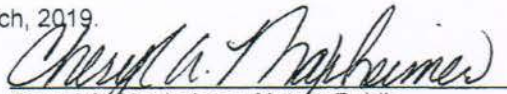
  
Amber Gentner, Authorized Agent  
Gentner Excavating, LLC  
7603 Munford Road, Ruth, MI 48470

STATE OF MICHIGAN )

) ss.

COUNTY OF GENESEE )

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

  
Cheryl A. Maxheimer, 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



020135

**EXHIBIT A**  
**Legal Description of Owner's Property**

**Parcel 1**

Tax Parcel Number: 010-024-000-1200-00

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 24, Town 13 North, Range 8 East, Tuscola County, Michigan, EXCEPTING that parcel deed to Township of Fairgrove described as follows: Commencing at Quarter post between Sections 23 and 24; thence South 2 rods; running thence East 80 rods; thence North 2 rods; thence West 80 rods to the Place of Beginning.

**Parcel 2**

Tax Parcel Number: 010-025-000-0800-00 & 010-025-000-0750-00

The West Half of Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the Northwest Quarter of the Southwest (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 25, Town 13 North, Range 8 East, Tuscola County, Michigan.

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF GENESEE                    )

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

(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

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.

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

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

*Cheryl A. Maxheimer*  
Cheryl A. Maxheimer

Siobhán Heaton

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

RECEIVED IN TUSCOLA COUNTY  
MARCH 25, 2019 01:31:55 PM

Recorded 3/25/2019 1:54:38 PM  
Tuscola County John Bishop  
(Register of Deeds)  
Receipt: 17748 Fee:\$30.00

L- 01418 P- 00471 - 00473 (3)

**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 Juniata Land Co., LLC, 4886 W. Caro Road, Vassar, MI 48768 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 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, 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 (P41685), WINEGARDEN,  
HALEY, LINDHOLM, TUCKER & HIMELHOCH, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI  
48439; (810) 579-3600

**EXHIBIT A**  
**Legal Description of Owner's Property**

Parcel 1

Tax Parcel Number: 014-011-000-0600-00

The North Half of the West Five Eights of the Southwest Quarter (N $\frac{1}{2}$ W $\frac{5}{8}$ SW $\frac{1}{4}$ ) of Section 11, Town 12 North, Range 8 East, Tuscola County, Michigan.

Parcel 2

Tax Parcel Number: 014-010-000-1200-01

A parcel of land in the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 10, Town 12 North, Range 8 East, Tuscola County, Michigan, described as: Commencing at a point that is South 89 degrees 32 minutes 53 seconds West, 541.00 feet from the Southeast corner of Section 10; thence continuing South 89 degrees 32 minutes 53 seconds West 442.74 feet; thence North 00 degrees 39 minutes 11 seconds West, 1761.08 feet; thence North 89 degrees 32 minutes 53 seconds East, 983.11 feet; thence South 00 degrees 40 minutes 24 seconds East Section line, 1359.28 feet; thence South 89 degrees 32 minutes 53 seconds West 541.00 feet; thence South 00 degrees 40 minutes 24 seconds East 402.50 feet to the Point of Beginning.

Parcel 3

Tax Parcel Number: 014-017-000-0800-00

The East Quarter of the Northwest Quarter (E $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 17, Town 12 North, Range 8 East, Tuscola County, Michigan, except the West 246 feet of the South 266 feet thereof, Also Except commencing at the North quarter corner of said Section; thence South 233 feet; thence West 200 feet; thence North 233 feet; thence East 200 feet to the Point of Beginning.

Parcel 4

Tax Parcel Number: 014-016-000-0700-01

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 16, Town 12 North, Range 8 East, Tuscola County, Michigan, Less and Except the following: Commencing at the West Quarter (W $\frac{1}{4}$ ) corner of said Section 16; thence North 224.50 feet; thence North 89° 54' 44" East 482 feet; thence South 224.50 feet; thence South 89° 54' 44" West 482 feet to the Point of Beginning.



**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 Juniata Land Co., LLC 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: Juniata Land Co., LLC, 4886 W. Caro Road, Vassar, MI 48768; Juniata Land Co., LLC, Attn: Larry R. Ruckle, Resident Agent, 1082 Lake Valley Drive, Fenton, MI 48430 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)

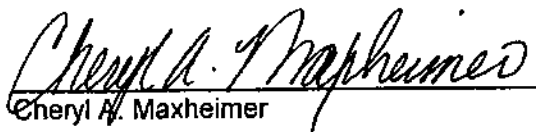
or

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

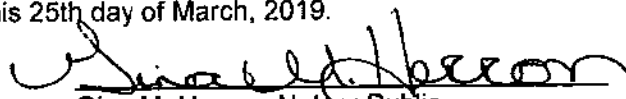
and

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

RECEIVED IN TUSCOLA COUNTY  
MARCH 25, 2019 01:34:48 PM

Recorded 3/25/2019 2:01:14 PM  
Tuscola County John Bishop  
(Register of Deeds)  
Receipt: 17756 Fee: \$30.00

L- 01418 P- 00504 - 00506 (3)

**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 Dennis R. Ackerman, 7688 VanGiesen Road, Reese, MI 48757 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:**

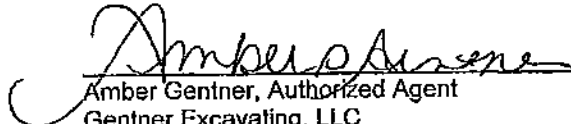
The lien claimant's contract amount, including extras, is \$4,155,059.66. The lien claimant has received payment thereon in the total amount of \$2,409,154.46 and therefore claims a construction lien upon the above-described real property in the amount of \$1,745,905.20.

**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.

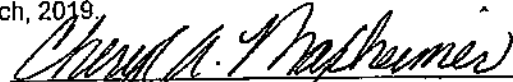
**(IF APPLICABLE COMPLETE THE FOLLOWING)**

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

  
Amber 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, 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

36

**EXHIBIT "A"**

**Legal Description of Owner's Property**

**Parcel 1**

**Tax Parcel Number: 012-035-000-3200-00**

The West 20 acres of the South 60 acres of the East Half of the Southwest Quarter of Section 35, Township 13 North, Range 7 East, located in Gilford Township, Tuscola County, Michigan.

**Parcel 2**

**Tax Parcel Number: 012-035-000-3100-00**

The South 60 acres of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 35, Township 13 North, Range 7 East, located in Gilford Township, Tuscola County, Michigan.

**Parcel 3**

**Tax Parcel Number: 012-035-000-3400-00**

The South 60 acres of the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 35, Township 13 North, Range 7 East, located in Gilford Township, Tuscola County, Michigan, and the fractional East Half of the Northwest Quarter of the Northeast Quarter (fr.E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 2, Township 12 North, Range 7 East, Denmark Township, Tuscola County, Michigan.

**Parcel 4**

**Tax Parcel Number: 012-034-000-3100-00**

The North Half of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 34, Township 13 North, Range 7 East, located in Gilford Township, Tuscola County, Michigan, EXCEPT commencing at the Northeast corner of the North Half of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 34, thence West 213 feet, thence South 120 feet, thence East 213 feet, thence North 120 feet to place of beginning and EXCEPT a parcel of land described as commencing at a point on the East line of said Section 34 which is North, 992.88 feet from the Southeast corner of said Section; thence continuing along said East-Line, North, 204.51 feet to a point which is South, 120.00 feet from the Northeast corner of said the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of said Section 34; thence parallel with the South East & West 1/8 Line, North 89° 56' 56" West 213.00 feet; thence to said East Line of Section 34 and the Place of Commencement.

**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 Dennis R. Ackerman 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: Dennis R. Ackerman, 7688 VanGiesen Road, Reese, MI 48757 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

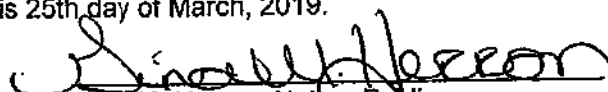
and

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

[https://www.mlive.com/news/saginaw/2018/01/nextera\\_energy\\_moving\\_forward.html](https://www.mlive.com/news/saginaw/2018/01/nextera_energy_moving_forward.html)

# NextEra Energy gets Juniata Township's approval for 63-turbine wind farm

Posted Jan 18, 2018

82

Gallery: The wind energy farms of Michigan

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By Heather Jordan | [heather.jordan@mlive.com](mailto:heather.jordan@mlive.com)

CARO, MI — NextEra Energy is one step closer to building its third wind farm in Tuscola County and its fourth in the state. The Juniata Township Planning Commission on Saturday, Jan. 13, approved the special land use permit for NextEra's proposed Pegasus Wind Energy Center, a 156-megawatt project consisting of 63 GE turbines to be located in Juniata and Fairgrove townships.

Clerk Heidi Stark confirmed that was the only approval the developer needed from Juniata Township officials. Fairgrove Township officials approved NextEra's permit application last fall.

NextEra Energy eyes Tuscola County for fourth Michigan wind farm

NextEra Energy Resources is seeking to build a wind farm in Tuscola County's Juniata and Fairgrove townships. If approved, it would be the wind energy developer's third such project in Tuscola County and its fourth in the state.

NextEra officials say the Pegasus Wind Energy Center is expected to create 350 construction jobs during the construction phase and seven to 12 full-time jobs once it's operational. In addition, in its first 30 years, the project is expected to generate approximately \$35 million in property taxes for the region and approximately \$33 million in payments to landowners.

"We are very pleased that the Juniata Township planning commissioners gave a thorough and comprehensive review of our project application and that they voted unanimously to approve the project's permit," Bryan Garner, manager of communications for NextEra Energy Resources, said in a statement.

"The Pegasus Wind project has the potential to bring significant economic and clean energy benefits to the area and we look forward to continue to work through the permitting process so we can build the project and bring it online this year."

Climb to the top of a turbine for a fantastic view of wind country

Drive to the intersection of Fairgrove and Garner roads in Gilford Township. Walk up a few steps and through an oval-shaped door and you're inside the base of a wind turbine in the middle of Tuscola County farmland.

Garner said Fairgrove Township officials will soon review the project's site plan and NextEra will submit the proposed turbine locations to the Tuscola Airport Zoning Administrator, as required.

The project has captured the attention of members of the Concerned Citizens of Juniata Township.

"I have a lot of concerns," lifelong Juniata Township resident Brenda Bigham previously told MLive/The Saginaw News. "This is something that will impact our community not just today and tomorrow. It's going to impact our community for 20, 30 years to come." Bigham said she was not approached by NextEra representatives about leasing her land for the proposed project because she doesn't have enough acreage, but some of her neighbors were. She has concerns about noise and the so-called "flicker effect" from the turbines.

"My primary concern at this point, personally, is for the health and safety of my family and the welfare of my family," she said.

Frigid outdoor hearing on wind project adjourned after fire officials step in

"We're getting sick out here," someone called from the outskirts of the makeshift town hall.

NextEra's projects are "well run and they contribute a great deal to the community," Garner previously told MLive/The Saginaw News.

"Safety is foremost in our minds when we site a wind project. We site our wind projects responsibly, in compliance with all local and state and federal guideline," he said. "We have successfully built and operate more than 115 wind energy centers across the country and in Canada.

"Safety is absolutely a priority for us. That said, wind energy is a safe technology and has proven to be so and has successfully generated clean energy for decades now."