

HUGHES COUNTY BOARD OF ADJUSTMENT
CONDITIONAL USE PERMIT
NORTH BEND WIND PROJECT

The Hughes County Board of Adjustment, acting under its authority in South Dakota Codified Law (“SDCL”) § 11-2-53(3) and Hughes County Ordinances § Ord 1997-03 Sec 1-111(E)(3)(b), § Ord 1997-03 Sec 2-117, and § Ord 1997-03 Sec 4-105, hereby grants this Conditional Use Permit to North Bend Wind Project, LLC. (the permittee or NBWP) 3760 State Street, Santa Barbara, CA 93105, under the terms and conditions contained in this document, for the purpose of constructing and operating Large Wind Energy Conversion Systems, specifically up to 27 wind turbine generators, located in the **Harrold Township, Pleasant Valley Township, Snake Butte Township, and Webster Township of Hughes County, South Dakota**, all as more completely described in the application of North Bend Wind Energy Project, LLC. dated June 17, 2021, and supporting materials thereto, which is hereby incorporated into this Conditional Use Permit as if set forth in full.

Project Description:

The North Bend Wind Project is a 200 MW project that is proposed in Hughes and Hyde Counties, South Dakota. As proposed, the project would be interconnected to Western Area Power Authority’s (WAPA) existing Fort Thompson to Oahe 230 kV transmission line at a new switchyard that would be constructed in Hyde County adjacent to the existing line by WAPA within the East 1/2 of Section 16, T 110N R 73W just south of the project substation.

The project would have a maximum nameplate capacity of 200 megawatts (MW) consisting of up to 71 General Electric 2.82-116 wind turbine generators (WTGs). Within Hughes County, Permittee is requesting the approval to construct up to 27 turbine locations. Each WTG would have a hub height of 88.5 meters (290 feet) and a rotor diameter of 127 meters (416 feet) with a total height with the blade tip at its highest position of 152 meters (499 feet). The WTG turbine model that is being proposed to be used at North Bend is slightly taller than the turbine model that was installed in conjunction with the Triple H Wind Project.

The Project will include additional infrastructure and facilities, including but not limited to 16-foot-wide permanent access roads leading to each turbine, up to two permanent meteorological towers, a temporary construction laydown yard, and a 34.5 kV underground electrical collection system. Electricity generated by the WTGs will be collected at a central project substation where the voltage will be stepped up from 34.5kV to 230 kV.

The request to interconnect the Project has been under study with the Southwest Power Pool (SPP) for quite some time. The full generator interconnection agreement was executed with WAPA via SPP at the end of 2020. At the present time, the NBWP does not have any executed power purchase agreements (PPAs) for the Project.

Project Location:

The permittee proposes to build up to 27 wind turbine generators in Hughes County as part of this project. The project will also include construction of up to two permanent meteorological towers. The wind tower ID's below are from the Development Plan and maps submitted by the Permittee. These specific locations may move the turbines up to 250 feet from the locations specified below based on modifications that may become necessary due to final engineering, geotechnical studies or other factors that necessitate a slight move. All movements will comply with setbacks required by the Hughes County Zoning Ordinance or as set forth in this Conditional Use Permit. The proposed tower locations are as follows:

Proposed Tower Locations**Tower**

ID	Latitude	Longitude	Section
6	44.44599	-99.691	2-111-74
7	44.44343	-99.6776	1-111-74
8	44.43449	-99.701	11-111-74
9	44.43725	-99.692	11-111-74
10	44.43685	-99.6804	12-111-74
14	44.43003	-99.7081	10-111-74
15	44.43173	-99.6911	11-111-74
16	44.42999	-99.6678	12-111-74
19	44.41925	-99.7298	16-111-74
20	44.42294	-99.7212	15-111-74
21	44.42284	-99.7081	15-111-74
22	44.42282	-99.6968	14-111-74
23	44.41925	-99.6669	13-111-74
25	44.41309	-99.7529	17-111-74
26	44.41614	-99.7478	17-111-74
27	44.41562	-99.7365	16-111-74
28	44.41663	-99.6755	13-111-74
30	44.40391	-99.7603	20-111-74
31	44.40826	-99.7571	20-111-74
44	44.36212	-99.6682	1-110-74
49	44.3494	-99.6672	12-110-74
54	44.3405	-99.691	11-110-74
55	44.34309	-99.6718	12-110-74
62	44.32776	-99.688	14-110-74
63	44.32768	-99.6798	13-110-74
64	44.33015	-99.6754	13-110-74
65	44.33003	-99.6671	13-110-74
Meteorological Tower 1	44.4172	-99.7271	SE1/4 of Section 16-111-74
Meteorological Tower 2	44.4207	-99.7191	NW1/4 of Section 15-111-74

This Conditional Use Permit is granted subject to the following terms, conditions, and understandings:

A. Permit Requirements

- a. Individual building permits shall be required for each tower up to 27 individual wind towers and two meteorological towers.
- b. This permit shall become void if no substantial construction has been completed within two (2) years of issuance.
- c. The permittee shall submit a building permit application with the following information provided for each tower location.
 - i. Property lines and physical dimensions of the property
 - ii. Location, dimensions, and types of existing major structures on the property
 - iii. Location of the proposed wind turbine by latitude/longitude and legal description to the quarter/quarter/quarter section
 - iv. Preliminary map of sites for LWECs, access roads, and utility lines and other associated facilities. Location of other LWECs within five (5) miles of the proposed LWECs site.
 - v. The recorded memorandum of or recorded amendment to any easement required for each individual site must be submitted with the building permit application, to include the Register of Deeds filing information. If the County, in its sole discretion, determines that the memorandum of or recorded amendment to any required easement does not provide all information required to determine compliance with applicable Hughes County Ordinances, the full agreement with the landowner (with proprietary and confidential corporate information redacted) will be provided to the County.
 - vi. Documentation confirming compliance with all required setbacks must be submitted with the building permit applications.
 - vii. Documentation confirming that the project will not cause any electromagnetic interference, more specifically, (A) an independent third party consultant's microwave study and report with respect to the project's impact, and (B) that certain letter from the United States Department of Commerce National Telecommunications and Information Administration evidencing the agency's review and its finding that the project presents no identified concerns, must be submitted with the building permit application.
 - viii. A tower lighting plan must be submitted with the building permit application.
 - ix. Documentation, consisting of a site suitability report evidencing that the turbine manufacturer has found that the turbine spacing is suitable for the project site, must be submitted with the building permit application.
 - x. Project-specific environmental and cultural concerns (e.g. native habitat, rare species, and migratory routes). This information shall be obtained by consulting with the following agencies:
 1. Federal Communications Commission;
 2. Federal Aviation Administration;
 3. South Dakota Department of Game, Fish, and Parks;
 4. U.S. Fish and Wildlife Service;
 5. South Dakota Public Utilities Commission; and

6. South Dakota State Historical Society

Evidence of such collection shall be included in the application.

- xi. Project Schedule
- xii. Mitigation measures
- xiii. Decommissioning plan
- xiv. Status of interconnection studies/agreements
- xv. Pre-construction Filing. At least forty-five (45) days prior to commencement of construction, the applicant/permittee shall submit final maps depicting the approximate location of the proposed wind turbines, access roads, and collector and feeder lines. Upon completion, the applicant shall also supply an "as-built" ALTA survey indicating that the proposed facilities are in compliance with the setbacks in the permit.

B. Mitigation Measures

- a. Site Clearance. North Bend Wind Project, LLC acknowledges that they shall disturb or clear the site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the LWECS.
- b. Topsoil. North Bend Wind Project, LLC shall implement measures to protect and segregate topsoil from subsoil in cultivated lands unless otherwise negotiated with the affected landowner.
- c. Compaction. North Bend Wind Project, LLC shall implement measures to minimize compaction of all lands during all phases of the project's life and shall confine compaction to as small an area as practicable.
- d. Livestock Protection. North Bend Wind Project, LLC shall take precautions to protect livestock on the LWECS site(s) from project operations during all phases of the project's life.
- e. Fences. North Bend Wind Project, LLC shall promptly replace or repair all fences and gates removed or damaged by project operations during all phases of the project's life unless otherwise negotiated with the fence owner.
- f. Soil Erosion and Sediment Control Plan. The permittee shall develop a Soil Erosion and Sediment Control Plan in accordance with the sediment and erosion control standards of the South Dakota Department of Agriculture and Natural Resources and the Hughes County Conservation District prior to construction and submit the plan to the Hughes County Zoning Office. The Soil Erosion and Sediment Control Plan shall address the erosion control measures for each project phase, and shall at a minimum identify plans for grading, construction, and drainage of roads and turbine pads; necessary soil information; detailed design features to maintain downstream water quality; a comprehensive re-vegetation plan that uses native plant species to maintain and ensure adequate erosion control and slope stability and to restore the site after temporary project activities; and measures to minimize the area of surface disturbance. Other practices shall include containing excavated material, protecting exposed soil, stabilizing restored material, and removal of silt fences or barriers when the area is stabilized. The plan shall identify methods for disposal or storage of excavated material.
- g. Electromagnetic Interference. The Permittee shall not operate the LWECS so as to cause microwave, television, radio, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other law. In the event such

- interference is caused by the LWECS or its operation, the Permittee shall take the measures necessary to correct the problem.
- h. **Lighting.** Towers shall be marked as required by the Federal Aviation Administration (FAA). There shall be no lights on the towers other than what is required by the FAA. Where possible, to reduce light pollution, lights shall be controlled by aircraft detection lighting systems to allow tower lights to be off when no aircraft are in the area. This restriction shall not apply to infrared heating devices used to protect the monitoring equipment. Security lighting on the site shall not exceed twenty (20) feet in height and be directed toward the ground to reduce light pollution, prevent off site light spillage, and avoid illuminating the tower.
 - i. **Turbine Spacing.** The turbines shall be spaced no closer than is allowed by the turbine manufacturer in its approval of the turbine array for warranty purposes.
 - j. **Footprint Minimization.** The permittee shall design and construct the LWECS so as to minimize the amount of land that is impacted by the LWECS. Associated facilities in the vicinity of turbines such as electrical/electronic boxes, transformers, and monitoring systems shall, to the extent practicable, be mounted on the foundations used for turbine towers or inside the towers unless otherwise allowed by the landowner on whose property the LWECS is constructed.
 - k. **Electrical Cables.** The permittee shall place electrical lines, known as collectors, and communication cables underground when located on private property except when the total distance of collectors from the substation require an overhead installation due to line loss of current from an underground installation. This paragraph does not apply to feeder lines.
 - l. **Feeder Lines.** The permittee shall place overhead electric lines, known as feeders, on public rights-of-way if a public right-of-way exists or immediately adjacent to the public right-of-way on private property. Changes in routes may be made as long as feeders remain on public rights-of-way or immediately adjacent to the public right-of-way on private property and approval has been obtained from Hughes County. If no public right-of-way exists, the permittee may place feeders on private property. When placing feeders on private property, the permittee shall place the feeder in accordance with the easement(s) negotiated. The permittee shall submit the site plan, the recorded memorandum of or recorded amendment to any easement required and engineering drawings for the feeder lines to the Planning Director before commencing construction. If the County, in its sole discretion, determines that the memorandum of or recorded amendment to any required easement does not provide all information required to determine compliance with applicable Hughes County Ordinances, the full agreement with the landowner (with proprietary and confidential corporate information redacted) will be provided to the County.
 - m. **Utility Lines.** The Permittee agrees to move, at their own cost, any utility lines, electrical cables, feeder lines, or communication cables located within the County right of way, should that become necessary at any time in the future. Should the County become aware of a need to move any lines owned by Permittee, they will notify Permittee of the circumstances which necessitate the move and coordinate with the Permittee to accomplish the move.

- n. Height from Ground Surface. The minimum height of blade tips at their lowest possible point shall be twenty-five (25) feet above grade.
- o. Towers. The finish of the exterior surface shall be non-reflective or matte and of neutral color. All towers shall be singular tubular design, unless approved by the Planning Director.
- p. Noise. Noise level produced by the LWECS shall not exceed 45 dBA, average A-weighted sound pressure at the perimeter of occupied residences existing at the time the permit application is filed, unless a signed waiver or easement is obtained from the owner of the residence and recorded with the Hughes County Register of Deeds.
 - i. One residence located at Section 15 Township 111 North Range 74 West (per GIS aerial the residence is in the N1/2 Section 15 111-74) is anticipated to have sound levels in excess of the 45dBA, per the acoustic analysis report from June 2021. Per the County's ordinance, a signed waiver or easement is on file with the Hughes County Register of Deeds in Book 17 on Page 2135.
- q. Maintenance.
 - i. All LWECS components, support structures, and facilities shall be maintained in good condition, order, and repair so that they do not endanger the life or property of any person.
 - ii. Upon the determination of the Planning Director that a structure is a hazard to public safety, the owner shall be required to perform an inspection by a registered professional engineer and make all recommended corrections.
 - iii. If an owner discontinues use of a LWECS, the owner shall give written notice to the Planning director of the date of such discontinuance.

C. Roads

- a. Public Roads. Prior to the consideration of building permits or a Conditional Use Permit the North Bend Wind Project, LLC has agreed to enter into a written Road Use, Repair, and Improvements Agreement between North Bend Wind Project, LLC and Hughes County, South Dakota approved in connection with this Conditional Use Permit (such agreement or any subsequent agreement entered into as required therein or herein, the "**Haul Road Agreement**") that follows the requirements and guidelines set forth by Hughes County Ordinance. Pursuant to the Haul Road Agreement, Permittee has agreed to repair, or reimburse the County for any repairs, or damage to any County road occurring as a result of use for Project Activities (as defined below). After the conclusion of the initial construction period, Permittee agrees to repair, or reimburse the County for any repairs, or any damage to any County road occurring as a result of any Project Activities in accordance with the Haul Road Agreement. In the event that the original Haul Road Agreement is terminated at any time prior to decommissioning of the Project, Permittee shall enter into a new Haul Road Agreement for any anticipated or planned Project Activities for as long as wind turbine generators remain at any of the described locations. For purposes of this Conditional Use Permit, "Project Activities" will be any activity associated with development, construction, operation, maintenance, and decommissioning of the Project by the Permittee that requires Permittee or its contractors, subcontractors, or designees to: (i) transport heavy equipment and materials over designated haul routes located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport personnel, equipment, and

materials on such roads using vehicles weighing 5 tons or more in gross vehicle weight; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads to permit such equipment and materials to pass; and (iv) place certain electrical cables for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of, the Project. Any Project Activities which occur without the protections of an active Haul Road Agreement will be covered as though the entire Haul Road Agreement as approved by Hughes County were in place.

- i. A Haul Road Agreement was approved by the Hughes County Commission at their meeting on June 6, 2022, and entered into by Hughes County and North Bend Wind Project, LLC as of June 10, 2022. The Haul Road Agreement may be revised pursuant to the terms thereof based on final engineering prior to construction.
 - ii. If from time to time during the construction of the Project the County determines, in its sole discretion, that the need exists for inspection to determine whether road maintenance is required to be performed by the permittee under the Haul Road Agreement, Hughes County shall have the right to engage, at the expense of the permittee, an engineer licensed in the State of South Dakota or other qualified expert with relevant experience, in either case as mutually agreed by the County and the Applicant, to review the existing road conditions and provide their opinion regarding any road maintenance required at that time under the terms of the Haul Road Agreement. The permittee shall reimburse Hughes County for the cost of the engineer or other expert within thirty (30) days after receipt of an invoice from Hughes County. The terms and conditions of the Haul Road Agreement shall apply to this Section C.a.ii.
- b. Turbine Access Roads. Construction of turbine access roads shall be minimized. Access roads shall be low profile roads so that farming equipment can cross them and shall be covered with Class 5 gravel or similar material. Access roads shall avoid crossing streams and drainage ways wherever possible. If access roads must be constructed across streams and drainage ways, the access roads shall be designed in a manner so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed.
 - c. Private Roads. The permittee shall promptly repair private roads or lanes damaged when moving equipment or when obtaining access to the site, unless otherwise negotiated with the affected landowner.
 - d. Control of dust. The permittee shall utilize all reasonable measures and practices of construction to control dust during construction and during operation.
 - e. Access. Access to the project will only be allowed via designated haul roads in accordance with the Haul Road Agreement. Outside of the construction period, Permittee shall notify County prior to conduct of any anticipated or planned Project Activities in accordance with the Haul Road Agreement.
 - f. Developer agrees to follow County ordinance 1996-4 on approach permits which limits approaches to two approaches on each side of each half mile segment of county highway and to follow the variance process in such ordinance to request any exceptions.

- g. Bridges. Permittee acknowledges and agrees that use of bridges on County roads in connection with the development, construction, operation, maintenance and decommissioning of the Project shall be in accordance with the Haul Road Agreement. Permittee agrees to notify County prior to the use of any County bridge for any anticipated or planned Project Activities and to repair any resulting damage for as long as wind turbine generators remain at any of the described locations in accordance with the Haul Road Agreement. During any period of time when a Haul Road Agreement is not in place, the Permittee agrees that no vehicles over 5 tons GVW will use County bridges without prior written permission of the County.

D. Setbacks Unless otherwise specified, all setback measurements are from the structural perimeter of a building, the edge of a right-of-way, or the structural perimeter of a tower pylon.

- a. Distance from currently occupied residences, business, and public buildings shall be not less than two thousand six hundred forty feet (2640) or 4.9 times tower height, whichever is greater; unless written permission is granted by the affected property owner. The written permission shall be in a form that is acceptable for recording with the Register of Deeds. The written permission may result in a setback of no less than one thousand four hundred feet (1400) and must be filed with the Hughes County Register of Deeds. For the purpose of this section only, the term "business" does not include agricultural uses.
 - i. The applicant has provided written permission from several landowners to decrease the required setback of 2,640 feet. The locations where these waivers have been obtained are noted below. While these waivers were granted by the landowners, turbine locations are not necessarily proposed less than 2,640 feet. Those five (5) locations that do have turbines proposed less than 2,640 feet are noted accordingly. Signed waivers or easements relating to the locations noted below are on file with the Hughes County Register of Deeds in at the locations noted below.
 1. E1/2 of Section 11 111-74 (Book 21, Page 317).
 2. N1/2 of Section 13 111-74. WTG 28 is less than 2,640 feet, but greater than 1,400 feet from the residence on this parcel (Book 21, Page 317)
 3. N1/2 NE1/4 of Section 16 111-74. (Book 17, Page 2135).
 4. NE1/4 of Section 15 111-74 WTGs 20 and 21 are less than 2,640 feet, but greater than 1,400 feet from the residence on this parcel (Book 17, 2135).
 5. NW1/4 of Section 15 111-74 WTGs 20 and 21 are less than 2,640 feet, but greater than 1,400 feet from the residence on this parcel (Book 17, Page 2135).
 6. NW1/4 and N1/2 SW1/4 of Section 16 111-74 (Book 21, Page 1251).
 7. All of Section 1 110-74 (Book 21, Page 2149).
 8. E1/2 of Section 2 110-74 (Book 21, Page 2149).
 9. E1/2 of Section 11 110-74 (Book 21, Page 2149).
 10. W1/2 and SE1/4 of Section 13 110-74 (Book 21, Page 2149).
 11. E1/2 of Section 14 110-74 (Book 21, Page 2149).
 12. All of Section 23 111-74 (Book 21, Page 2150).

- b. Distance from the right-of-way (ROW) of public roads shall be not less than one point one (1.1) times the system height.
- c. Distance from the exterior property boundary of the wind project shall be not less than one point one (1.1) times the system height, unless an appropriate easement has been obtained from adjoining property owner and recorded with the Hughes County Register of Deeds.

E. Decommissioning

- a. Cost Responsibility. The owner or operator of a LWECS is responsible for decommissioning that facility and for all costs associated with decommissioning that facility and associated facilities. The decommissioning plan shall clearly identify the responsible party.
- b. Useful Life. A LWECS is presumed to be at the end of its useful life if the facility generates no electricity for a continuous period of three-hundred-sixty-five (365) days. The presumption may be rebutted by submitting to the Planning Director for approval of a plan outlining the steps and schedule for returning the LWECS to service within twelve (12) months of the submission.
- c. Decommissioning Period. The facility owner or operator shall begin decommissioning a LWECS facility within eight (8) months after the time the facility or turbine reaches the end of its useful life, as determined in E(b). Decommissioning must be completed within eighteen (18) months after the facility or turbine reaches the end of its useful life.
- d. Decommissioning Requirements. Decommissioning and site restoration includes dismantling and removal of all towers, turbine generators, transformers, overhead and underground cables, foundations, buildings, and ancillary equipment to a depth of forty-two (42) inches; and removal of surface road material and restoration of the roads and turbine sites to substantially the same physical condition that existed immediately before construction of the LWECS. To the extent possible, the site must be restored and reclaimed to the topography and topsoil quality that existed just prior to the beginning of the construction of the commercial wind energy conversion facility or wind turbine. Disturbed earth must be graded and reseeded, unless the landowner requests in writing that the access roads or other land surface areas be retained. All easements related to the turbine, or turbines, being decommissioned shall be released as part of the decommissioning process.
- e. Decommissioning Plan. Prior to commencement of operation of a LWECS facility, the facility owner or operator shall file with the Hughes County Commission the estimated decommissioning cost per turbine, in current dollars at the time of the application, for the proposed facility and a decommissioning plan that describes how the facility owner will ensure that resources are available to pay for decommissioning the facility at the appropriate time. The Hughes County Commission shall review a plan filed under this section and shall approve or disapprove the plan within six (6) months after the decommissioning plan was filed. The Hughes County Commission may, at any time, require the owner or operator of the LWECS to file an annual report describing how the LWECS owner or operator is fulfilling this obligation.
- f. Financial Assurance. At any time after the first (1st) year of operation of a LWECS facility, the Hughes County Commission may review the owner/operator's financial strength, credit rating, and internal measures for removing the liability or risk of decommissioning

the LWECS and may require a form of financial assurance ranging from corporate guarantee to a letter of credit, performance bond, surety bond, or other form of financial assurance (i.e. scrap value, etc.) that is acceptable to the Hughes County Commission to cover the anticipated costs of decommissioning the LWECS facility. The Hughes County Commission reserves the right to change those financial assurance requirements as conditions warrant throughout the life of this project.

- g. Failure to Decommission. If the LWECS facility owner or operator does not complete decommissioning, the Hughes County Commission may take such action as may be necessary to complete decommissioning, including requiring forfeiture of the bond. The entry into a participating landowner agreement shall constitute agreement and consent of the parties to the agreement, their respective heirs, successors, and assigns, that the Hughes County Commission may take such action as may be necessary to decommission a LWECS facility and seek additional expenditures necessary to do so from the facility owner.
- h. Decommissioning Haul Road Agreement. Prior to decommissioning the facility, a new haul road agreement will be executed by all parties requiring Permittee to repair, or reimburse County for any repairs, needed based on damage caused by the performance of said decommissioning project, which shall be substantially similar to the terms of the Haul Road Agreement executed in connection with the construction of the facility.
- i. In order to avoid economic waste from duplicative requirements, to the extent the requirements under the permit issued for the project by the South Dakota Public Utilities Commission (the "PUC Permit") for plans, financial assurance and other obligations for decommissioning the project (other than obligations under the Haul Road Agreement) satisfy the requirements of permittee for decommissioning under this Conditional Use Permit and the Hughes County ordinances (the "Hughes County Requirements"), then compliance with the PUC Permit shall satisfy the Hughes County Requirements. If the permittee fails to perform any obligation under the PUC Permit or if the financial assurance requirements under the PUC Permit are less than would be required by Hughes County under the Hughes County Requirements, permittee shall remain responsible for satisfying any obligation under the Hughes County Requirements not performed under the PUC Permit and for any shortfall in financial assurance required under the PUC Permit than would be required by Hughes County under the Hughes County Requirements. Hughes County shall have the right to enforce the Hughes County Requirements with respect to any failure in performance or shortfall in financial assurance under the PUC Permit described in the preceding sentence.

F. Additional Considerations

- a. Permittee agrees to comply with all Federal, State and local requirements, regulations and permits applicable to the project and, upon request by the County, provide evidence of said compliance to the County prior to the start of construction to the extent compliance is required prior to such time.
- b. Developer agrees to cooperate and negotiate in good faith with the County should the County reasonably determine that expert review is required for any complex technical issues as provided under the terms of the County ordinance for Wind Energy Conversion Systems.

- c. Signs, if any, and proposed exterior lighting shall be such that it will be compatible with the area and not cause traffic safety, economic effects, or be detrimental in any way to the area or neighboring property and follow county ordinance requirements.
- d. Turbine Locations: Permittee may move the turbines up to 250 feet from the locations specified in this CUP document based on modifications that may become necessary due to final engineering, geotechnical studies or other factors that necessitate a slight move. All movements will comply with setbacks required by the County Zoning Ordinance or as set forth in this Conditional Use Permit. Final locations will be supplied to Hughes County prior to construction.
- e. North Bend Wind Project, LLC shall promptly correct any violation of this Conditional Use Permit after notice of such violation is provided by the Planning Director. If North Bend Wind Project, LLC fails to correct any such violation, or provide a proposed plan of correction, within ten (10) days after receipt of notice of such violation, it shall pay a fine of \$1000 per day commencing on the later of (i) the eleventh (11th) day after notice of such violation or (ii) the date by which such correction is required to be corrected in a plan approved by the Planning Director (which approval shall not be unreasonably withheld, conditioned or delayed) until such violation is corrected. All notices of violation shall be given by certified mail to the address on file with the Planning Director, per paragraph F.g. below.
- f. Hughes County Director of Planning and/or any assigned representative maintains the right to access any parcel associated with this Conditional Use Permit to review or investigate any potential violations.
- g. Notice. Any notice required under this permit will be sent to the following contacts:

Hughes County Planning Director
104 E Capitol Avenue
Pierre, SD 57501
(605) 773-4441
planner@co.hughes.sd.us

North Bend Wind Project LLC.
Attention: Jonathan Koehn, Vice President, Project Development
3760 State Street
Santa Barbara, CA 93105
805-569-6182
Jonathan.Koehn@engie.com.

Should any contact information change for a party it will promptly notify the other party of any such change.

- h. The Conditional Use Permit is approved for North Bend Wind Project, LLC. In the event of the sale or transfer of the assets comprising the North Bend Wind Project, this Conditional Use Permit shall be enforceable upon the new owner. Any assignment of this permit will require prior consent of the County. A sale or transfer of ownership interests in North Bend Wind Project, LLC shall not constitute an assignment of this Conditional Use Permit and it shall remain in effect and binding upon North Bend Wind Project, LLC. A sale or transfer of ownership interests in North Bend Wind Project, LLC will require notice per paragraph F.g. above.

- i. Successors and assignees shall be bound by all terms and conditions contained herein. All requirements of this permit, including the waivers and easements, shall run with the affected property regardless of who is the owner.
- j. This Conditional Use Permit is granted based on the requirements of Hughes County ordinance and is not intended as an endorsement or disavowal of the economic viability, social or environmental impacts of the project under SDCL 49-41b-22.

This agreement is made this 27th day of July, 2022, between North Bend Wind Project, LLC, a Delaware limited liability company, 3760 State Street, Santa Barbara, CA 93105, and the Hughes County Board of Adjustment.

NORTH BEND WIND PROJECT, LLC

**HUGHES COUNTY BOARD OF
ADJUSTMENT**



DocuSigned by:
David Carroll
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By: _____

Its: David Carroll

Date: August 11, 2022

[Signature]

By: Tom Tveit

Its: Chairman

Date: 8/11/2022

Summary report:	
Litera Compare for Word 11.0.0.61 Document comparison done on 8/2/2022 11:42:25 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4154-1537-2852/11/North Bend - Conditional Use Permit.docx	
Modified DMS: nd://4154-1537-2852/12/North Bend - Conditional Use Permit.docx	
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<u>Delete</u>	2
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6