



November 14, 2018

North Dakota Public Service Commission
c/o Mr. Darrell Nitschke
Executive Secretary
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: New Frontier Wind Energy Project, McHenry County, North Dakota
Case No. PU-11-69

Dear Commissioners:

I am a participating landowner in and supporter of the New Frontier Wind Energy Project ("Project") that is being developed and constructed by Meadowlark Wind I LLC ("Meadowlark") in McHenry County. I have entered into a Land Lease and Wind Easement with Meadowlark to allow the Project to be constructed, maintained, and operated on land I own. A copy of the recorded Memorandum of Land Lease and Wind Easement covering my land is enclosed. Turbine T26 is planned to be located on a portion of my land, specifically the portion identified as Parcel 1.

Capital Power, on behalf of Meadowlark, has explained to me that the setback implemented for Turbine T26 from nearby Highway 41 was measured from the road centerline, but should have been measured from the edge of the road right-of-way. Capital Power also indicated that it is seeking a determination from the Commission as to whether the turbine can remain in its current location, so long as the North Dakota Department of Transportation is in agreement. Without the Commission's authorization, I understand the turbine would likely need to be moved to a different location on my land.

Moving the turbine would mean significant additional impact to and construction time on my land in order to remove the turbine from its current location, and to reconstruct the turbine in a new location. To avoid the extra impact to my land, I prefer that Turbine T26 remain where it is currently located.

Thank you for your consideration of my comments.

Sincerely,

Wayne Berg

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Meadowlark Wind I LLC
Attn: Land Administration
421 SW Sixth Avenue, Suite 1000
Portland, OR 97204

(Space Above for Recorder's Use Only)

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum") is made and entered into as of May 9, 2013, by and between Wayne T. Berg, a single person (hereinafter collectively "Lessor"), and Meadowlark Wind I LLC, a Delaware limited liability company (hereinafter "Lessee").

A. Lessor is the owner of real property described on the attached Exhibit A (hereinafter "Premises").

B. Lessee is engaged in the business of developing, constructing, owning and operating wind energy conversion facilities for the production of electricity and sale of such electricity.

C. Lessor and Lessee, as successor in interest of New Frontier Wind I, LLC pursuant to that certain Assignment and Assumption of Real Property Interests dated February 16, 2010 and filed for record on March 29, 2010 in Ward County as Document No. 2908442 and April 16, 2010 in McHenry County as Document No. 306138, are parties to that certain Land Lease and Wind Easement relating to the Premises dated May 21, 2008, a memorandum of which was filed

for record in McHenry County on September 5, 2008 as Document No. 302629, as amended on January 23, 2012 (the "Existing Lease").

D. Lessor and Lessee have entered into that certain Land Lease and Wind Easement (the "Lease") relating to the Premises dated May 9, 2013 (the "Effective Date"), which Lease terminates the Existing Lease in its entirety. Pursuant to the Lease, Lessor leases the Property to Lessee for wind energy purposes, and grants related easements and certain other rights relating to the Premises, as more particularly described in the Lease. Lessee's rights under the Lease are exclusive.

E. Lessor and Lessee now wish to memorialize of record that existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the parties agree as follows:

1. Lease. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

2. Term. The term of the Lease shall expire twenty five (25) years from the Effective Date of the Lease, unless sooner terminated or extended pursuant to the terms of the Lease, and provided that the term of the Lease may be extended by Lessee for up to twenty five (25) additional years.

3. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Lessor and Lessee.

4. Counterparts. This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

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EXHIBIT A

All that real property located in McHenry County, North Dakota more fully described as follows:

Parcel 1:

SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TWENTY-EIGHT (28), TOWNSHIP ONE HUNDRED FIFTY-ONE NORTH (151N.), RANGE EIGHTY WEST (80W.), MCHENRY COUNTY, NORTH DAKOTA.

SAVE AND EXCEPT THE FOLLOWING:

THE WEST 100.00 FT. OF THE SW $\frac{1}{4}$ OF SEC. 28, TWP. 151 N., RGE. 80 W., 5TH P.M. EXCEPTING ALL THAT PORTION PREVIOUSLY ACQUIRED FOR THE PUBLIC HIGHWAY RIGHT OF WAY AND ALL THAT PORTION LYING WITHIN 33 FEET OF THE SECTION LINES.

Parcel 2:

SOUTH HALF OF THE NORTHWEST QUARTER (S $\frac{1}{2}$ NW $\frac{1}{4}$) AND EAST HALF OF SOUTHWEST QUARTER (E $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION THIRTY-FOUR (34), TOWNSHIP ONE HUNDRED FIFTY-ONE (151), RANGE EIGHTY (80)