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February 16, 2024

VIA E-MAIL AND FEDERAL EXPRESS

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Otter Tail Power Company
Amend – Langdon Wind Upgrade
Siting Application – Cavalier County
Case No. PU-23-86

Dear Mr. Kahl:

Enclosed for filing in connection with the above-referenced matter are an original and six (6) copies of this letter and the following documents, submitted by Otter Tail Power Company ("Otter Tail"):

1. Sound Level Assessment Report;

2. Two letters from the State Historical Society of North Dakota, dated January 9, 2024; and

3. Two Sound Waiver Agreements (Gellner and Lowery).

At the time the North Dakota Public Service Commission ("Commission") issued its Order, dated June 6, 2023, in the above-referenced matter, Otter Tail had obtained sound waivers from the owners of two residences (*see* Appendix A (Acoustic Assessment Results and Sound Waivers) to Exhibit A (Environmental and Regulatory Compliance Memorandum) filed with the Certification of Bradley E. Tollerson, Docket Item #1). Otter Tail was also seeking sound waivers from the owners of four additional residences.

Since issuance of the Order, Otter Tail has obtained sound waivers from the owners of two of the four residences, and those sound waiver agreements are enclosed. Otter Tail does not anticipate obtaining any additional sounds waivers. As a result, an updated Sound Level Assessment Report is enclosed that accounts for the four waivers received (for Receptors 17, 18, 12, and 20), and demonstrates compliance with the Commission's sound avoidance area requirement in NDAC § 69-06-08-01(4) at the two residences that did not provide waivers (i.e., Receptors 19 and 24) using sound reduction technology. Although a sound waiver was obtained for Receptor 20, use of sound reduction technology on turbines near Receptor 19 resulted in a modeled sound level of 45 dBA at Receptor 20.

Electronic versions of the enclosures and this letter were submitted to the Commission today via e-mail.

If you have any questions, please let me know.

Sincerely,

MOLLIE M. SMITH

MMS/81497310
Enclosures

cc: Lisa McFarland (w/ enclosures, via e-mail)
Bryce Haugen (w/ enclosures, via e-mail)

SOUND LEVEL ASSESSMENT REPORT

Otter Tail Langdon Wind Repower Project
Cavalier County, North Dakota

Prepared for:

Atwell, LLC
311 North Main
Ann Arbor, Michigan 48104

Prepared by:

Epsilon Associates, Inc.
3 Mill & Main Place, Suite 250
Maynard, MA 01754

June 16, 2023

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1.0 EXECUTIVE SUMMARY

The Langdon Wind Energy Center Repowering Project (the Project) is an existing wind park in Cavalier County, North Dakota that is planned to be repowered by Otter Tail Power Company (Otter Tail). Atwell has retained Epsilon Associates, Inc. (Epsilon) to conduct a sound level assessment for this Project. This report presents the results of the sound level modeling from the proposed repower in Cavalier County.

This sound level assessment includes computer modeling to predict worst-case future L_{eq} sound levels from the Project, and a comparison of operational sound levels to the North Dakota Administrative Code Energy Conversion Facility Siting Criteria of 45 dBA within 100 feet of an inhabited residence or community building. Sound level modeling was conducted for all Otter Tail Langdon Wind Repower wind turbines.

The L_{eq} sound levels modeled at receptors in Cavalier County ranged from 30 to 49 dBA. The highest L_{eq} sound level modeled at a receptor that has signed a waiver with Otter Tail is 49 dBA. The highest L_{eq} sound level modeled at a receptor that has not signed a waiver with Otter Tail is 45 dBA. The L_{eq} sound levels at all receptors without a signed waiver are at or below the limit of 45 dBA within 100 feet of an inhabited residence or community building. Therefore, the Project meets the State's regulations with respect to sound.

2.0 INTRODUCTION

The proposed repower Project will consist of 27 repowered wind turbines. The proposed wind turbines are all GE 1.6MW units with a rotor diameter of 97 meters and a hub height of 80 meters. Figure 2-1 shows the locations of the 27 wind turbines in Cavalier County over aerial imagery.

A detailed discussion of sound from wind turbines is presented in a white paper prepared by the Renewable Energy Research Laboratory.[1] A few points are repeated herein. Wind turbine sound can originate from two different sources: mechanical sound from the interaction of turbine components, and aerodynamic sound produced by the flow of air over the rotor blades. Prior to the 1990's, both were significant contributors to wind turbine sound. However, recent advances in wind turbine design have greatly reduced the contribution of mechanical sound. Aerodynamic sound has also been reduced from modern wind turbines due to slower rotational speeds and changes in materials of construction. Aerodynamic sound, in general, is broadband (has contributions from a wide range of frequencies). It originates from encounters of the wind turbine blades with localized airflow inhomogeneities and wakes from other turbine blades and from airflow across the surface of the blades, particularly the front and trailing edges. Aerodynamic sound generally increases with increasing wind speed up to a certain point, then typically remains constant, even with higher wind speeds. However, sound levels in general also increase with increasing wind speed with or without the presence of wind turbines.

This report presents the findings of a sound level modeling analysis for the Project. The Project wind turbines were modeled in CadnaA using sound data from GE technical reports. The results of this analysis are found within this report.

[1] Renewable Energy Research Laboratory, Department of Mechanical and Industrial Engineering, University of Massachusetts at Amherst, Wind Turbine Acoustic Noise, June 2002, amended January 2006.

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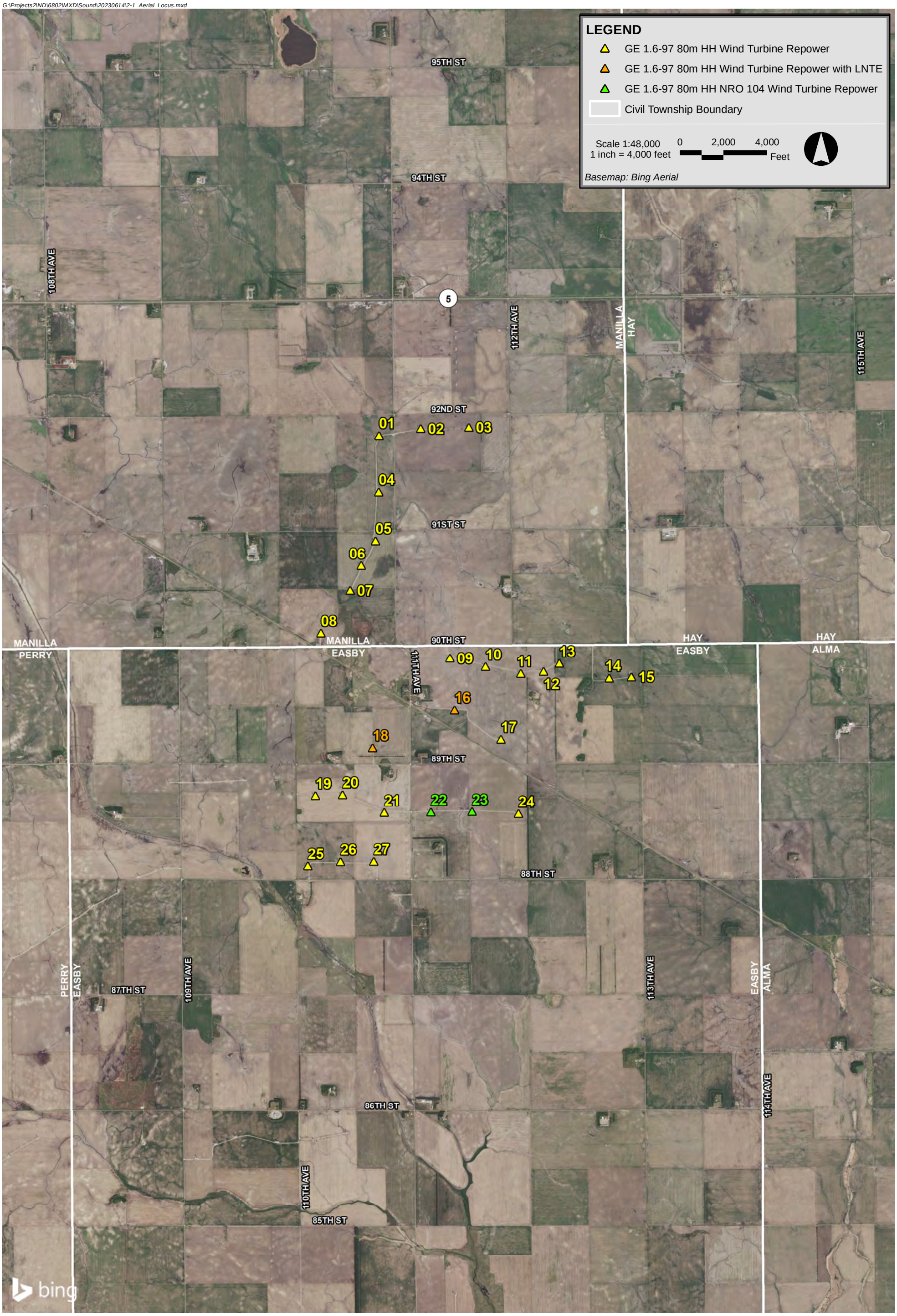

Otter Tail Langdon Wind Repower **Cavalier County, North Dakota**

Epsilon Associates Inc.

Figure 2-1

Aerial Locus

3.0 SOUND TERMINOLOGY

There are several ways in which sound levels are measured and quantified. All of them use the logarithmic decibel (dB) scale. The following information defines the sound level terminology used in this analysis.

The decibel scale is logarithmic to accommodate the wide range of sound intensities found in the environment. A property of the decibel scale is that the sound pressure levels of two or more separate sounds are not directly additive. For example, if a sound of 50 dB is added to another sound of 50 dB, the total is only a 3-decibel increase (53 dB), which is equal to doubling in sound energy, but not equal to a doubling in decibel quantity (100 dB). Thus, every 3-dB change in sound level represents a doubling or halving of sound energy. The human ear does not perceive changes in the sound pressure level as equal changes in loudness. Scientific research demonstrates that the following general relationships hold between sound level and human perception for two sound levels with the same or very similar frequency characteristics[2]:

- 3 dB increase or decrease results in a change in sound that is just perceptible to the average person,
- 5 dB increase or decrease is described as a clearly noticeable change in sound level, and
- 10 dB increase or decrease is described as twice or half as loud.

Another mathematical property of decibels is that if one source of sound is at least 10 dB louder than another source, then the total sound level is simply the sound level of the higher-level source. For example, a sound source at 60 dB plus another sound source at 47 dB is equal to 60 dB.

A sound level meter (SLM) that is used to measure sound is a standardized instrument.[3] It contains "weighting networks" (e.g., A-, C-, Z-weightings) to adjust the frequency response of the instrument. Frequencies, reported in Hertz (Hz), are detailed characterizations of sounds, often addressed in musical terms as "pitch" or "tone". The most commonly used weighting network is the A-weighting because it most closely approximates how the human ear responds to sound at various frequencies. The A-weighting network is the accepted scale used for community sound level measurements; therefore, sounds are frequently reported as detected with a sound level meter using this weighting. A-weighted sound levels emphasize middle frequency sounds (i.e., middle pitched – around 1,000 Hz), and de-emphasize low and high frequency sounds. These sound levels are reported in decibels designated as "dBA". The C-weighting network has a nearly flat response for frequencies between 63 Hz and 4,000 Hz and is noted as dBC. Z-weighted sound levels are measured sound levels without any weighting curve and are otherwise referred to as

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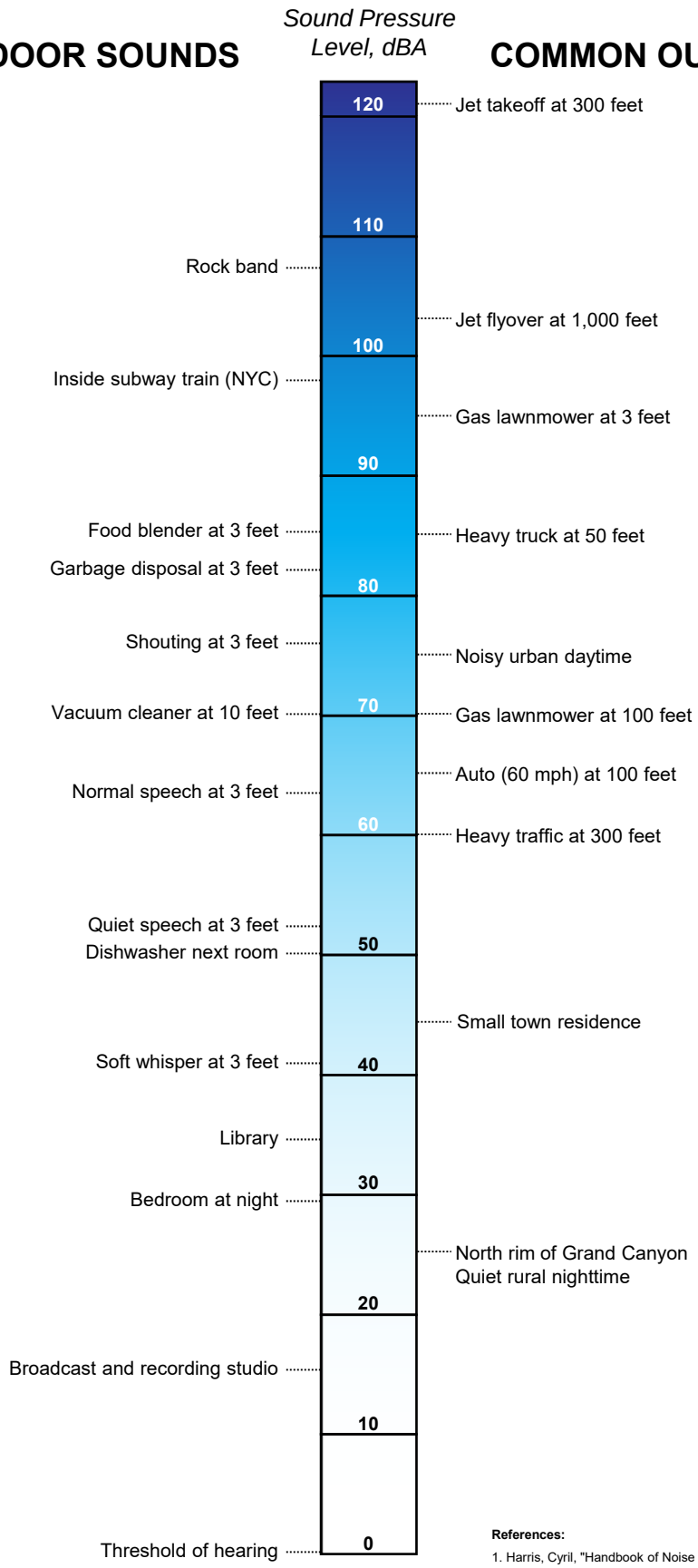
2 Bies, David, and Colin Hansen. 2009. *Engineering Noise Control: Theory and Practice*, 4th Edition. New York: Taylor and Francis.

3 *American National Standard Electroacoustics – Sound Level Meters – Part 1: Specifications,* ANSI S1.4-2014 (R2019), published by the Standards Secretariat of the Acoustical Society of America, Melville, NY.

"unweighted". Sound pressure levels for some common indoor and outdoor environments are shown in Figure 3-1.

Because the sounds in our environment vary with time they cannot simply be described with a single number. Two methods are used for describing variable sounds. These are exceedance levels and the equivalent level, both of which are derived from some number of moment-to-moment A-weighted sound level measurements. Exceedance levels are values from the cumulative amplitude distribution of all the sound levels observed during a measurement period. Exceedance levels are designated L_n, where n can have a value between 0 and 100 in terms of percentage. The L_{eq} is a sound level metric that is commonly reported in community sound level monitoring and is utilized in this report. The L_{eq} is described in further detail below.

- L_{eq}, the equivalent level, is the level of a hypothetical steady sound that would have the same energy (*i.e.,* the same time-averaged mean square sound pressure) as the actual fluctuating sound observed. The equivalent level is designated L_{eq} and is typically A-weighted. The equivalent level represents the time average of the fluctuating sound pressure, but because sound is represented on a logarithmic scale and the averaging is done with linear mean square sound pressure values, the L_{eq} is mostly determined by loud sounds if there are fluctuating sound levels.



References:

1. Harris, Cyril, "Handbook of Noise Acoustical Measurements and Noise Control", p 1-10., 1998
2. "Controlling Noise", USAF, AFMC, AFDTC, Elgin AFB, Fact Sheet, August 1996
3. California Dept. of Trans., "Technical Noise Supplement", Oct, 1998

Figure 3-1

Common Indoor and Outdoor Sound Levels

4.0 NOISE REGULATIONS

4.1 Federal Regulations

There are no federal community noise regulations applicable to this Project.

4.2 North Dakota State Regulations

The Project, located in North Dakota, is required to comply with the Zoning law, which states:

Section 69-06-08-01 Energy Conversion Facility Siting Criteria

4. Additional avoidance areas for wind energy conversion facilities. A wind energy conversion facility site must not include a geographic area where, due to operation of the facility, the sound levels within one hundred feet of an inhabited residence or a community building will exceed forty-five dBA. The sound level avoidance area criteria may be waived in writing by the owner of the occupied residence or the community building.

4.3 Cavalier County Regulations

There are no county community noise regulations applicable to this Project.

Therefore, modeling receptors were evaluated in this analysis against the 45 dBA limit.

5.0 MODELED SOUND LEVELS

5.1 Sound Sources

5.1.1 Project Wind Turbines

The sound level analysis for the Project includes 27 wind turbines. These 27 wind turbines are depicted in Figure 5-1. The array consists of one (1) wind turbine model: the GE 1.6-97 at a hub height of 80-meters. Wind turbines 16 and 18 will have Low Noise Trailing Edge (LNTE) blades. Wind turbines 22 and 23 will be in Noise Reduced Operations (NRO) 104 mode. The GE 1.6-97 wind turbines have a rotor diameter of 97 meters. Technical reports from GE[4,5,6] were provided to Epsilon which documented the expected sound power levels associated with the GE 1.6-97.

5.2 Modeling Methodology

The sound impacts associated with the proposed wind turbines were predicted using the CadnaA sound level calculation software developed by DataKustik GmbH. This software uses the ISO 9613-2 international standard for sound propagation.[7] The benefits of this software are a more refined set of computations due to the inclusion of topography, ground attenuation, multiple building reflections (if applicable), drop-off with distance, and atmospheric absorption. The CadnaA software allows for octave band calculation of sound from multiple sources as well as computation of diffraction.

Inputs and significant parameters employed in the model are described below and summarized in Table 5-1 below.

- *Project Array:* This analysis is for the wind turbine array dated November 4, 2022. The proposed Project array is identified in Figure 5-1. The wind turbine coordinates are provided in Appendix A.

- *Modeling Receptor Locations:* A modeling receptor dataset dated October 24, 2022 was provided to Epsilon. The dataset included 30 receptors. Atwell provided additional information indicating if each receptor was inhabited or uninhabited, the resulting 21 inhabited receptors were input to the CadnaA model. All modeling receptors were input

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4 General Electric Company, Technical Documentation Wind Turbine Generator Systems 1.6-97 RePower – 60 Hz Product Acoustic Specifications, Rev. 02, 2020.

5 General Electric Company, Technical Documentation Wind Turbine Generator Systems 1.6-97 RePower with LNTE – 60Hz Product Acoustic Specifications Normal Specifications, Rev. 01, 2021.

6 General Electric Company, Technical Documentation Wind Turbine Generator Systems 1.6-97 RePower with LNTE – 60Hz Product Acoustic Specifications Noise Reduced Operation, Rev. 01, 2021.

7 *Acoustics – Attenuation of sound during propagation outdoors – Part 2: General method of calculation,* International Standard ISO 9613-2:1996 (International Organization for Standardization, Geneva, Switzerland, 1996).

as discrete points at a height of 1.5 meters above ground level to mimic the ears of a typical standing person. In order to provide robust modeling coverage of each inhabited location without a signed waiver additional modeling locations were included offset by 100 feet away from the center point of the receptor in each of the four cardinal directions (north, south, east and west). Locations with signed waivers included additional offset receptors ranging from 100 to 200 feet away from the center point. Therefore, each inhabited location was evaluated at a total of five locations: the center point of the receptor itself, and at the four offset locations on land surrounding the receptor. This resulted in a total of 105 receptors. The center points of the modeled locations (receptors) are shown in Figure 5-1. Details of each modeling location are presented in Appendix B.

- *Modeling Grid:* A modeling grid with 20-meter spacing was calculated for the entire Project Area and the surrounding region. The grid was modeled at a height of 1.5 meters above ground level for consistency with the discrete modeling points. This modeling grid allowed for the creation of sound level isolines.

- *Terrain Elevation:* Elevation contours for the modeling domain were directly imported into CadnaA which allowed for consideration of terrain shielding where appropriate. The terrain height contour elevations for the modeling domain were generated from elevation information derived from the National Elevation Dataset (NED) developed by the U.S. Geological Survey.

- *Source Sound Levels:* Sound power levels used in the modeling were described in Section 5.1. Documentation from GE provided levels that represent "worst-case" operational sound level emissions for the Project's proposed wind turbines were input into the model.

- *Meteorological Conditions:* A temperature of 10°C (50°F) and a relative humidity of 70% was assumed in the model.

- *Ground Attenuation:* Spectral ground absorption was calculated using a G-factor of 0 which corresponds to "hard ground" consisting of a hard ground surface. The model, consistent with the standard, allows inputs between 0 (hard ground) and 1 (porous ground). This is a conservative approach as the vast majority of the area is actually agricultural.

Octave band sound power levels corresponding to the highest available wind turbine broadband sound power level for each wind turbine type were input into CadnaA to model wind turbine generated L_{eq} sound pressure levels during conditions when worst-case sound power levels are expected. Sound pressure levels were modeled at 21 receptors within the vicinity of the Project. In addition to modeling at discrete points, sound levels were also modeled throughout a large grid of points, each spaced 20 meters apart to allow for the generation of sound level isolines.

Several modeling assumptions inherent in the ISO 9613-2 calculation methodology, or selected as conditional inputs by Epsilon, were implemented in the CadnaA model to ensure conservative results (i.e., higher sound levels), and are described below:

- All modeled sources were assumed to be operating simultaneously and at the design wind speed corresponding to the greatest sound level impacts.
- As per ISO 9613-2, the model assumed favorable conditions for sound propagation, corresponding to a moderate, well-developed ground-based temperature inversion, as might occur on a calm, clear night or equivalently downwind propagation.
- Meteorological conditions assumed in the model (T=10°C/RH=70%) were selected to minimize atmospheric attenuation in the 500 Hz and 1 kHz octave bands where the human ear is most sensitive.
- No additional attenuation due to tree shielding, air turbulence, or wind shadow effects was considered in the model.

Table 5-2 Summary of Key Sound Level Modeling Inputs

Modeling Parameter	Description / Value
Wind Turbine Array	Provided by Atwell
Terrain	U.S.G.S. Data
Wind Turbine Sound Power Levels	GE Specifications Documentation
Meteorological Conditions	T=10°C / RH=70%
Ground Absorption Factor	0

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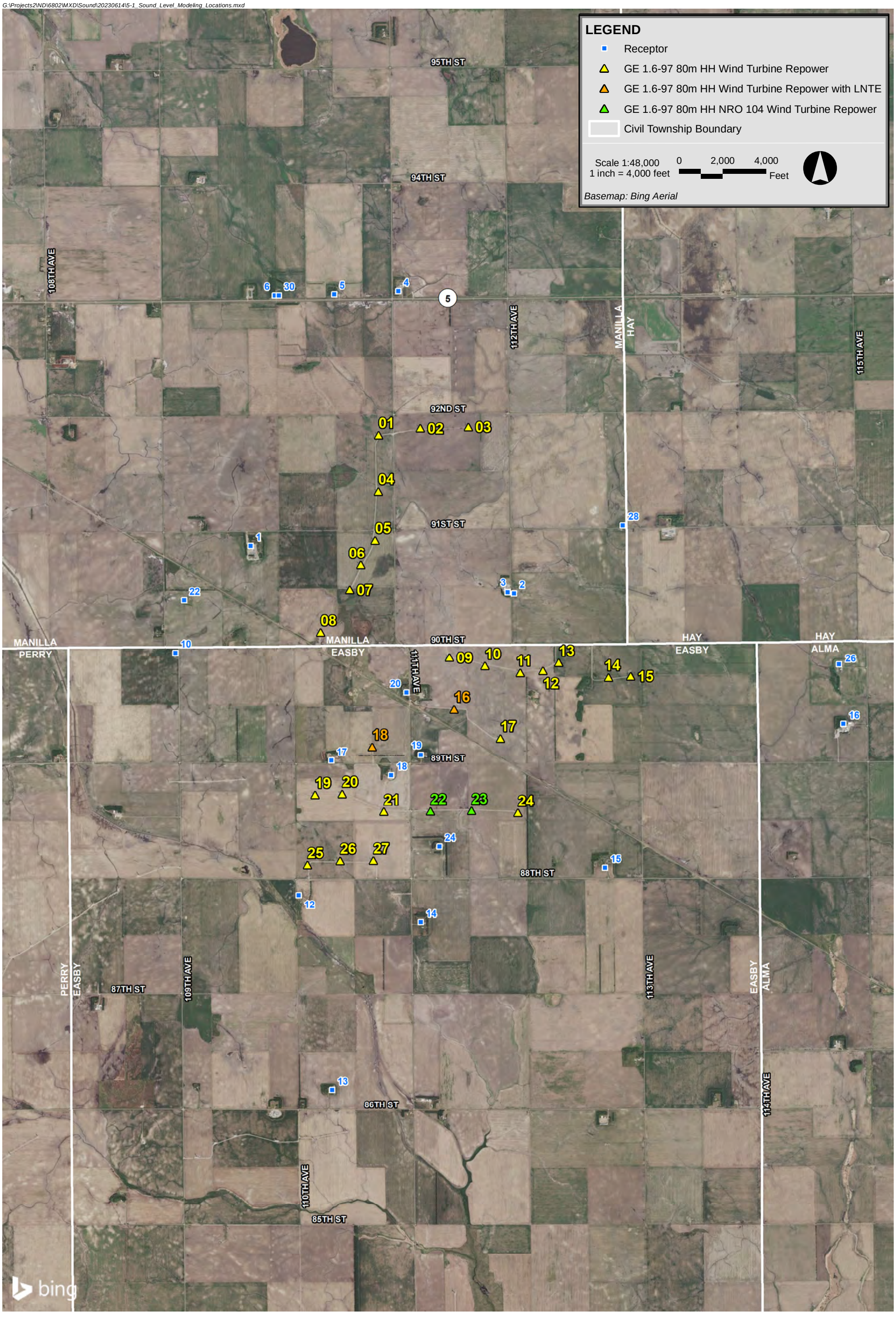

Otter Tail Langdon Wind Repower **Cavalier County, North Dakota**

Epsilon Associates Inc.

Figure 5-1

Sound Level Modeling Locations

5.3 Sound Level Modeling Results

All modeled sound levels, as output from CadnaA are A-weighted equivalent sound levels (L_{eq}, dBA). Table B-1.1 in Appendix B shows the predicted broadband (dBA) sound levels at the 21 receptors modeled for the Project. The broadband L_{eq} sound levels range from 30 to 49 dBA. These sound levels represent the worst-case future L_{eq} sound levels produced by all Project wind turbines and other non-Project existing wind turbines in the vicinity of the Project. The maximum modeled sound level of 49 dBA occurs at receptor 17, which has signed a waiver with Otter Tail Power. The highest modeled sound level at a receptor which has not signed a waiver with Otter Tail Power is 45 dBA, which occurs at two receptors (19 and 24). Table B-1.2 in Appendix B shows the predicted sound levels sorted from high to low.

In addition to the discrete modeling points, L_{eq} sound level isolines generated from the modeling grid are presented in Figure 5-2.

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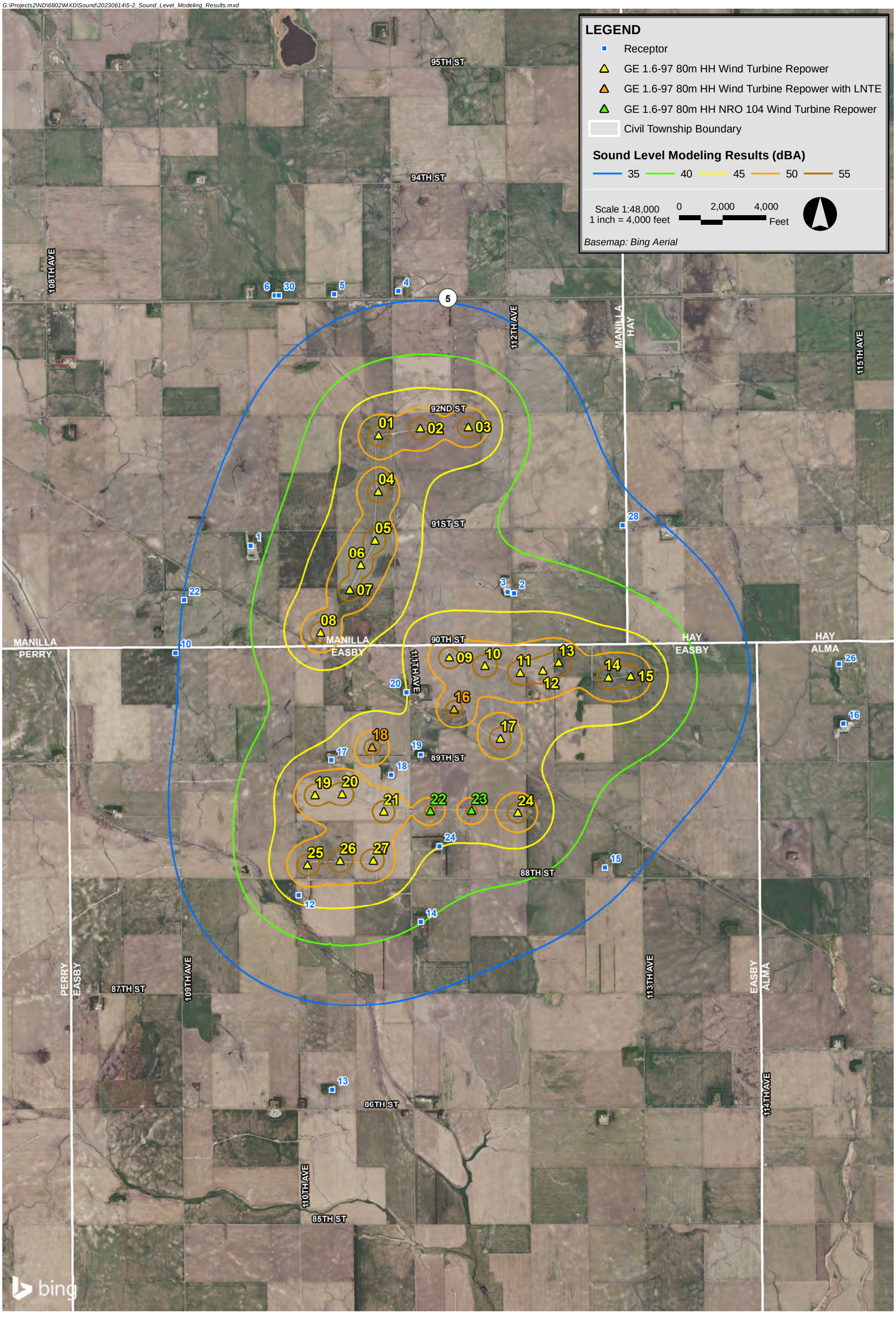

Otter Tail Langdon Wind Repower **Cavalier County, North Dakota**

Figure 5-2

Sound Level Modeling Results

6.0 EVALUATION OF SOUND LEVELS

The Project is subject to the requirements contained in the North Dakota Energy Conversion Facility Siting Criteria**.** Sound levels from operation of the Project are limited by these regulations to 45 dBA within 100 feet of an inhabited residence or community building. All modeled sound levels, as output from CadnaA and presented in Appendix B, are A-weighted equivalent sound levels (L_{eq}, dBA). These levels may be used in evaluating measured sound pressure levels over typical averaging durations, (i.e., ten (10) minutes or one (1) hour).

A review of Table B-1.2 in Appendix B shows the highest sound level within 100 feet of an inhabited residence or community building that has not signed a waiver with Otter Tail Power in this analysis to be 45 dBA. This occurs at receptors 19 and 24. Therefore, the Project is in compliance with the North Dakota Administrative Code Energy Conversion Facility Siting Criteria with respect to sound.

7.0 CONCLUSIONS

A comprehensive sound level modeling assessment was conducted for the Otter Tail Langdon Wind Repower Project within Cavalier County, North Dakota. Sound levels resulting from the operation of all 27 Project wind turbines and other nearby wind turbines were calculated at 21 modeling receptors, and isolines were generated from a grid encompassing the area surrounding the wind turbines. The predicted L_{eq} sound levels at all receptors in the study area ranged from 30 to 49 dBA. Predicted sound levels at all receptor locations that have not signed waivers with Otter Tail Power are at or below the state limit of 45 dBA within 100 feet of an inhabited residence or community building; therefore, the Project meets the requirements with respect to sound in the regulations.

Appendix A
Sound Source Coordinates

Table A-1: Wind Turbine Coordinates

Wind Turbine ID	Wind Turbine Type	Hub Height (m)	Coordinates NAD83 UTM Zone 14N (meters)	
			X (Easting)	Y (Northing)
1	GE 1.6-97	80	554512.89	5399273.42
2	GE 1.6-97	80	555093.15	5399368.14
3	GE 1.6-97	80	555761.58	5399385.76
4	GE 1.6-97	80	554506.00	5398484.16
5	GE 1.6-97	80	554460.98	5397805.59
6	GE 1.6-97	80	554265.70	5397458.96
7	GE 1.6-97	80	554107.45	5397113.03
8	GE 1.6-97	80	553701.25	5396519.70
9	GE 1.6-97	80	555499.47	5396170.35
10	GE 1.6-97	80	555993.44	5396053.20
11	GE 1.6-97	80	556487.15	5395957.99
12	GE 1.6-97	80	556803.45	5395983.30
13	GE 1.6-97	80	557022.92	5396097.03
14	GE 1.6-97	80	557716.46	5395892.46
15	GE 1.6-97	80	558025.59	5395907.10
16	GE 1.6-97	80	555565.55	5395448.41
17	GE 1.6-97	80	556209.54	5395043.50
18	GE 1.6-97	80	554422.73	5394925.71
19	GE 1.6-97	80	553627.01	5394251.82
20	GE 1.6-97	80	554002.47	5394266.09
21	GE 1.6-97	80	554586.54	5394016.06
22	GE 1.6-97	80	555233.79	5394022.39
23	GE 1.6-97	80	555807.60	5394028.07
24	GE 1.6-97	80	556455.78	5394000.98
25	GE 1.6-97	80	553518.98	5393272.06
26	GE 1.6-97	80	553974.95	5393332.01
27	GE 1.6-97	80	554438.15	5393336.49

Appendix B

Sound Level Modeling Results - Tabular

Table B-1.1: Sound Level Modeling Results Sorted by Receptor ID

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
1	552727.47	5397731.93	39
1-E	552757.93	5397732.22	39
1-N	552727.18	5397762.40	39
1-S	552727.75	5397701.46	39
1-W	552697.00	5397731.64	39
2	556403.32	5397067.11	43
2-E	556433.79	5397067.42	43
2-N	556403.02	5397097.58	43
2-S	556403.63	5397036.65	43
2-W	556372.86	5397066.81	43
3	556310.83	5397083.06	43
3-E	556341.30	5397083.37	43
3-N	556310.53	5397113.53	43
3-S	556311.14	5397052.60	43
3-W	556280.37	5397082.76	43
4	554786.86	5401286.18	34
4-E	554817.32	5401286.48	34
4-N	554786.56	5401316.65	34
4-S	554787.15	5401255.72	34
4-W	554756.39	5401285.89	34
5	553893.01	5401245.18	33
5-E	553923.48	5401245.47	33
5-N	553892.72	5401275.65	33
5-S	553893.31	5401214.71	34
5-W	553862.54	5401244.89	33
6	553064.00	5401229.01	32
6-E	553094.47	5401229.30	32
6-N	553063.71	5401259.48	32
6-S	553064.29	5401198.54	32
6-W	553033.54	5401228.72	32
10	551679.19	5396237.94	35
10-E	551709.66	5396238.22	35
10-N	551678.91	5396268.41	35
10-S	551679.47	5396207.48	35
10-W	551648.72	5396237.66	35
12	553399.70	5392853.28	47
12-E	553430.17	5392853.57	47
12-N	553399.41	5392883.75	47
12-S	553399.99	5392822.82	46
12-W	553369.24	5392852.99	47
13	553865.94	5390139.19	31

Table B-1.1: Sound Level Modeling Results Sorted by Receptor ID

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
13-E	553896.41	5390139.48	31
13-N	553865.65	5390169.66	31
13-S	553866.23	5390108.73	31
13-W	553835.47	5390138.90	31
14	555099.83	5392477.80	40
14-E	555130.30	5392478.10	40
14-N	555099.53	5392508.27	40
14-S	555100.13	5392447.33	40
14-W	555069.36	5392477.50	40
15	557670.73	5393238.99	37
15-E	557701.20	5393239.31	37
15-N	557670.42	5393269.46	37
15-S	557671.04	5393208.53	37
15-W	557640.26	5393238.68	37
16	560994.89	5395249.28	30
16-E	561025.35	5395249.61	30
16-N	560994.56	5395279.75	30
16-S	560995.22	5395218.82	30
16-W	560964.42	5395248.95	30
17	553852.25	5394735.12	48
17-E	553882.72	5394735.41	48
17-N	553851.96	5394765.58	48
17-S	553852.54	5394704.65	49
17-W	553821.78	5394734.82	48
18	554687.38	5394531.49	48
18-E	554748.33	5394531.78	48
18-N	554687.09	5394592.43	48
18-S	554687.68	5394470.54	48
18-W	554626.43	5394531.19	48
19	555101.52	5394814.86	45
19-E	555131.99	5394815.15	45
19-N	555101.22	5394845.32	45
19-S	555101.82	5394784.39	45
19-W	555071.05	5394814.56	45
20	554900.85	5395685.10	45
20-E	554931.32	5395685.40	45
20-N	554900.55	5395715.57	45
20-S	554901.15	5395654.63	45
20-W	554870.38	5395684.80	45
22	551800.82	5396971.39	35
22-E	551831.29	5396971.67	35

Table B-1.1: Sound Level Modeling Results Sorted by Receptor ID

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
22-N	551800.54	5397001.86	35
22-S	551801.10	5396940.92	35
22-W	551770.35	5396971.11	35
24	555362.96	5393534.70	45
24-E	555393.43	5393535.00	45
24-N	555362.66	5393565.17	45
24-S	555363.26	5393504.23	45
24-W	555332.50	5393534.40	45
26	560931.88	5396078.47	30
26-E	560962.34	5396078.80	30
26-N	560931.55	5396108.93	30
26-S	560932.21	5396048.00	30
26-W	560901.41	5396078.13	31
28	557918.14	5398017.75	36
28-E	557948.60	5398018.07	36
28-N	557917.82	5398048.22	36
28-S	557918.45	5397987.28	36
28-W	557887.67	5398017.44	36
30	553120.55	5401228.25	32
30-E	553151.02	5401228.54	32
30-N	553120.26	5401258.72	32
30-S	553120.84	5401197.78	32
30-W	553090.08	5401227.96	32

Table B-1.2: Sound Level Modeling Results Sorted by Sound Level

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
17-S	553852.54	5394704.65	49
17	553852.25	5394735.12	48
17-E	553882.72	5394735.41	48
17-W	553821.78	5394734.82	48
18-S	554687.68	5394470.54	48
18-W	554626.43	5394531.19	48
17-N	553851.96	5394765.58	48
18	554687.38	5394531.49	48
18-E	554748.33	5394531.78	48
18-N	554687.09	5394592.43	48
24-N	555362.66	5393565.17	45
19	555101.52	5394814.86	45
19-E	555131.99	5394815.15	45
19-N	555101.22	5394845.32	45
19-S	555101.82	5394784.39	45
19-W	555071.05	5394814.56	45
20-E	554931.32	5395685.40	45
24-W	555332.50	5393534.40	45
12-N	553399.41	5392883.75	47
13-S	553866.23	5390108.73	31
24	555362.96	5393534.70	45
24-E	555393.43	5393535.00	45
20	554900.85	5395685.10	45
20-N	554900.55	5395715.57	45
20-S	554901.15	5395654.63	45
12-E	553430.17	5392853.57	47
24-S	555363.26	5393504.23	45
13-W	553835.47	5390138.90	31
20-W	554870.38	5395684.80	45
12	553399.70	5392853.28	47
13	553865.94	5390139.19	31
13-E	553896.41	5390139.48	31
12-W	553369.24	5392852.99	47
12-S	553399.99	5392822.82	46
13-N	553865.65	5390169.66	31
2-S	556403.63	5397036.65	43
3-S	556311.14	5397052.60	43
2	556403.32	5397067.11	43
2-E	556433.79	5397067.42	43
2-W	556372.86	5397066.81	43
3	556310.83	5397083.06	43

Table B-1.2: Sound Level Modeling Results Sorted by Sound Level

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
3-E	556341.30	5397083.37	43
3-W	556280.37	5397082.76	43
2-N	556403.02	5397097.58	43
3-N	556310.53	5397113.53	43
14-N	555099.53	5392508.27	40
14-W	555069.36	5392477.50	40
14	555099.83	5392477.80	40
14-E	555130.30	5392478.10	40
14-S	555100.13	5392447.33	40
1-E	552757.93	5397732.22	39
1-S	552727.75	5397701.46	39
1	552727.47	5397731.93	39
1-N	552727.18	5397762.40	39
1-W	552697.00	5397731.64	39
10-S	551679.47	5396207.48	35
10	551679.19	5396237.94	35
10-E	551709.66	5396238.22	35
10-N	551678.91	5396268.41	35
10-W	551648.72	5396237.66	35
15-W	557640.26	5393238.68	37
15	557670.73	5393238.99	37
15-N	557670.42	5393269.46	37
15-S	557671.04	5393208.53	37
15-E	557701.20	5393239.31	37
22-E	551831.29	5396971.67	35
22-S	551801.10	5396940.92	35
22	551800.82	5396971.39	35
22-N	551800.54	5397001.86	35
22-W	551770.35	5396971.11	35
28-S	557918.45	5397987.28	36
28-W	557887.67	5398017.44	36
28	557918.14	5398017.75	36
28-E	557948.60	5398018.07	36
28-N	557917.82	5398048.22	36
4-S	554787.15	5401255.72	34
4	554786.86	5401286.18	34
4-E	554817.32	5401286.48	34
4-W	554756.39	5401285.89	34
4-N	554786.56	5401316.65	34
5-S	553893.31	5401214.71	34
5-E	553923.48	5401245.47	33

Table B-1.2: Sound Level Modeling Results Sorted by Sound Level

Receptor ID	Coordinates UTM NAD83 Zone 14N		Source Only L_{eq} Sound Level (dBA)
	X (m)	Y (m)	
5	553893.01	5401245.18	33
5-W	553862.54	5401244.89	33
5-N	553892.72	5401275.65	33
30-S	553120.84	5401197.78	32
6-S	553064.29	5401198.54	32
30	553120.55	5401228.25	32
30-E	553151.02	5401228.54	32
6	553064.00	5401229.01	32
6-E	553094.47	5401229.30	32
30-N	553120.26	5401258.72	32
30-W	553090.08	5401227.96	32
6-N	553063.71	5401259.48	32
6-W	553033.54	5401228.72	32
26	560931.88	5396078.47	30
26-S	560932.21	5396048.00	30
26-W	560901.41	5396078.13	31
26-E	560962.34	5396078.80	30
26-N	560931.55	5396108.93	30
16-W	560964.42	5395248.95	30
16	560994.89	5395249.28	30
16-N	560994.56	5395279.75	30
16-S	560995.22	5395218.82	30
16-E	561025.35	5395249.61	30

January 9, 2024

Damita Engel
Metcalf Archaeological Consultants
PO Box 2154
Bismarck, ND 58502

SHSND Ref: 23-0137 Langdon Re-Power Wind Farm Project in portions of [T160N R59W Sections 2-4, 9-10 and T161N R59W Sections 26-27, 34] in Cavalier County, North Dakota

Dear Damita,

We have reviewed your submission for SHSND Ref.: 23-0137 Langdon Re-Power Wind Farm Project on behalf of Otter Tail Power Company. We have determined the increase in height of the wind towers will result in "No Adverse Effect" to the significant properties within the Area of Potential Effect provided it takes place in the location and manner described in the documentation.

Thank you for the opportunity to review this project under North Dakota cultural resources consultation. This letter does not serve as federal agency consultation or SHPO consultation for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (36 CFR Part 800), or the National Environmental Policy Act, as amended, (42 U.S.C. §§ 4321- 4347).

If you have any questions, please contact Lorna Meidinger, Lead Historic Preservation Specialist at lbmeidinger@nd.gov or (701) 328-2089.

Sincerely,

for William D. Peterson, PhD
Director, State Historical Society of North Dakota

23-0137

January 9, 2024

Damita Engel
Metcalf Archaeological Consultants
PO Box 2154
Bismarck, ND 58502

SHSND Ref: 23-0137 Langdon Re-Power Wind Farm Project in portions of [T160N R59W Sections 2-4, 9-10 and T161N R59W Sections 26-27, 34] in Cavalier County, North Dakota

Dear Damita,

We received SHSND Ref: 23-0137 "Otter Tail Power Company: A Class II and Class III Architectural Inventory for the Langdon Wind Repower Project in Cavalier County, North Dakota" and find this Metcalf Archaeological Consultants, Inc. report by Elyse Hoganson acceptable. We will add it to our Manuscript Collection.

Thank you for the opportunity to review this report. Please be advised that acceptance of this report does not constitute concurrence with the determinations therein. If you have any questions, please contact either Margie Patton, Research Archeologist, at (701) 328-3576 or mmpatton@nd.gov or Lorna Meidinger, Lead Historic Preservation Specialist, at (701) 328-2089 or lbmeidinger@nd.gov.

Sincerely,

for William D. Peterson, PhD
Director, State Historical Society of North Dakota

23-0137

250902 Pg1 of 6
State of North Dakota]
County of Cavalier]
Recorded : 5/12/2023 at 9:30 AM

OFFICE OF COUNTY RECORDER FEE: $20.00
State of North Dakota)
County of Cavalier)
I hereby certify that the within instrument was filed in this office for record on 5/12/2023 at 9:30 AM, and was duly recorded as Document Number 250902

Courtney Clause - Deputy
VICKI KUBAT, Cavalier County Recorder

Return To: ATWELL-GROUP 7100 E PLEASANT VALLEY |

INDEPENDENCE, OH 44131-5559
Recorded Electronically

THIS INSTRUMENT WAS DRAFTED BY
AND AFTER RECORDING RETURN TO:
Otter Tail Power Company
PO Box 496
Fergus Falls, MN 56538
Attention: Bryce Haugen
(218) 739-8385

THIS SOUND WAIVER AGREEMENT (this "**Agreement**"), is dated and effective as of May 11, 2023 ("**Effective Date**"), by and between Larry Gellner, an unmarried individual ("**Owner**"), with a mailing address of 802 7th Street, Langdon, North Dakota 58249, and Otter Tail Power Company, a Minnesota corporation ("**OTP**"), with a mailing address of PO Box 496, Fergus Falls, Minnesota 56538.

RECITALS:

A. Owner owns a residence located on certain real property in Cavalier County, North Dakota, as more particularly described on the attached Exhibit A ("**Owner Property**").

B. OTP owns, operates, and maintains a wind energy generation facility ("**Project**") on certain real property located adjacent to and in the vicinity of the Owner Property (collectively, the "**Project Property**"). OTP intends to install new turbine technology on the Project ("**Project Upgrades**").

C. To the extent applicable, OTP intends for the Project, with the Project Upgrades, to comply with the North Dakota Public Service Commission's ("**Commission**") siting rules for wind energy generation facilities. One of the Commission's current rules states that sound levels from a wind energy generation facility must not exceed 45 A-weighted decibels ("**dBA**") within 100 feet of an inhabited residence ("**Sound Requirement**"), unless a waiver is obtained from the owner of the residence. North Dakota Administrative Code Section 69-06-08-01(4). Based on a third-party sound expert's analysis, Project sound levels with the Project Upgrades may exceed 45 dBA (but are expected to be below 50 dBA) within 100 feet of Owner's residence on the Owner Property.

D. Owner is willing to grant to OTP a waiver of the Sound Requirement for the Owner's residence on the Owner Property as it relates to OTP's Project on the Project Property, as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree that the Recitals set forth above are hereby incorporated into the Agreement and further agree as follows:

1. **Sound Waiver**. Owner agrees to and hereby does waive the Project's compliance with the Sound Requirement with respect to the residence on the Owner Property.

2. **Cooperation**. Owner agrees to not publicly oppose or otherwise object to the Project and to execute and deliver such reasonably requested documents and take such action as may be reasonably requested by OTP to carry out the purposes and intent of this Agreement.

3. **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2105.

4. **Consideration**. The consideration for this Agreement is set forth on the attached Exhibit B, which Exhibit B shall be removed before recording this Agreement in the official real property records of the county in which the Owner Property is located. Owner and OTP agree that such removal of Exhibit B prior to recording shall not affect the validity of this Agreement.

5. **Termination**. OTP shall have the right, at any time during the Term, to terminate this Agreement as to all or any part of the Owner Property by providing written notice to Owner. Following any such termination, OTP is authorized to file a release of this Agreement in the official real property records of the county in which the Owner Property is located.

6. **Authority; Title**. Owner represents and warrants that it is the sole owner of the Owner Property in fee simple and has the full and unrestricted right and authority to execute and deliver this Agreement and to grant to OTP the waiver and other rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or interest in the Owner Property have signed this Agreement on behalf of Owner.

7. **Assignment**. OTP shall have the right at any time, without need for consent from Owner, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (each a "**Mortgagee**" and collectively, "**Mortgagees**"). OTP may mortgage or encumber any part of OTP's rights and interests under the Agreement without the need for consent from Owner, provided that any such mortgage attaches only to OTP's rights and does not otherwise attach to the Owner Property. Owner shall have the right to sell, convey, or transfer its interest in the Owner Property, or a portion thereof, without the need for consent from OTP, provided that Owner shall, prior to any such sale, conveyance, or other transfer, give written notice to OTP thereof, which notice shall include the name, address, and telephone number of the proposed transferee.

8. Notice. All communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service) or first-class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:
Larry Gellner
802 7th Street
Langdon, ND 58249
701-256-5754

If to OTP:
Otter Tail Power Company
Attn: Bryce Haugen
PO Box 496
Fergus Falls, Minnesota 56538
Phone: 218-739-8385
E-mail: bhaugen@otpco.com

Any party may change its address for purposes of this paragraph by giving notice of such change to the other parties in the manner provided in this Section 7. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date mailed.

9. Recording. Owner and OTP agree that this Agreement may be recorded by OTP in the official real property records of the county in which the Owner Property is located.

10. Miscellaneous. This Agreement shall be governed by the laws of the State of North Dakota. This Agreement constitutes the entire agreement between OTP and Owner with respect to the subject matter hereof and supersedes any and all prior oral or written understandings, representations or statements among the parties with respect to the subject matter hereof. This Agreement may not be amended except in a writing executed by both parties. This Agreement 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. Nothing herein shall be deemed to create a joint venture or partnership between parties hereto. In the event of breach of this Agreement, OTP shall be entitled to all remedies provided at law or in equity, including injunctive relief. The prevailing party in any action arising out of, or in connection with, this Agreement shall be entitled to be reimbursed its costs and expenses, including reasonable attorney fees, by the non-prevailing party. NEITHER PARTY SHALL BE ENTITLED TO, AND OWNER AND OTP HEREBY WAIVE ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

[Signature pages follow.]

Dated this 5th day of May, 202__.

OWNER:

Larry Gellner

Larry Gellner, an unmarried individual

STATE OF NORTH DAKOTA §
§
COUNTY OF Cavalier §

On this 5th day of May, in the year 2023 before me personally appeared Larry Gellner, an unmarried individual, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that that person (or they) executed the same.

My commission expires: July 17, 2024
[SEAL]

Kari M. Phillips
Notary Public

KARI M PHILLIPS
Notary Public, State of North Dakota
My Commission Expires July 17, 2024

OTP:

Otter Tail Power Company,
a Minnesota corporation

By: Bryce C. Haugen

Its: Energy Developer

STATE OF MINNESOTA)
) ss.
COUNTY OF Wilkin)

The foregoing instrument was acknowledged before me this 11th day of May, 2023, by Bryce C. Haugen, the Energy Developer of Otter Tail Power Company, a Minnesota corporation, on behalf of the corporation.

Kristi L Bakken
Notary Public

KRISTI L BAKKEN
Notary Public
Minnesota
My Commission Expires
Jan 31, 2024

EXHIBIT A

Legal Description of the Owner Property

Lots Twenty (20) thru Twenty-four (24), Block Two (2); Easby Village, Cavalier County, North Dakota.

Parcel Identification Number: 08222000

250918 Pg1 of 8
State of North Dakota]
County of Cavalier]
Recorded : 5/18/2023 at 8:30 AM

OFFICE OF COUNTY RECORDER FEE: $65.00
State of North Dakota)
County of Cavalier)
I hereby certify that the within instrument was filed in this office for record on 5/18/2023 at 8:30 AM, and was duly recorded as Document Number 250918

Vicki Kubat
VICKI KUBAT, Cavalier County Recorder

Return To: ATWELL-GROUP 7100 E PLEASANT VALLEY

INDEPENDENCE, OH 44131-5559
Recorded Electronically

THIS INSTRUMENT WAS DRAFTED BY
AND AFTER RECORDING RETURN TO:
Otter Tail Power Company
PO Box 496
Fergus Falls, MN 56538
Attention: Bryce Haugen
(218) 739-8385

THIS SOUND WAIVER AGREEMENT (this "**Agreement**"), is dated and effective as of May 12, 2023 ("**Effective Date**"), by and between, Robert Lowery and Lillian Lowery, husband and wife, for and during their natural life, with a mailing address of 11012 88th Street NE, Langdon, ND 58249, and Glen R. Lowery, HTTA Glenn R. Lowery, a married man, as to the remainder ("**Owner**"), with a mailing address of 1085 Moore Street, Starbuck, MN 56381, and Otter Tail Power Company, a Minnesota corporation ("**OTP**"), with a mailing address of PO Box 496, Fergus Falls, Minnesota 56538.

RECITALS:

A. Owner owns a residence located on certain real property in Cavalier County, North Dakota, as more particularly described on the attached Exhibit A ("**Owner Property**").

B. OTP owns, operates, and maintains a wind energy generation facility ("**Project**") on certain real property located adjacent to and in the vicinity of the Owner Property (collectively, the "**Project Property**"). OTP intends to install new turbine technology on the Project ("**Project Upgrades**").

C. To the extent applicable, OTP intends for the Project, with the Project Upgrades, to comply with the North Dakota Public Service Commission's ("**Commission**") siting rules for wind energy generation facilities. One of the Commission's current rules states that sound levels from a wind energy generation facility must not exceed 45 A-weighted decibels ("**dBA**") within 100 feet of an inhabited residence ("**Sound Requirement**"), unless a waiver is obtained from the owner of the residence. North Dakota Administrative Code Section 69-06-08-01(4). Based on a third-party sound expert's analysis, Project sound levels with the Project Upgrades may exceed 45 dBA (but are expected to be below 50 dBA) within 100 feet of Owner's residence on the Owner Property.

D. Owner is willing to grant to OTP a waiver of the Sound Requirement for the Owner's residence on the Owner Property as it relates to OTP's Project on the Project Property, as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree that the Recitals set forth above are hereby incorporated into the Agreement and further agree as follows:

1. **Sound Waiver.** Owner agrees to and hereby does waive the Project's compliance with the Sound Requirement with respect to the residence on the Owner Property. OTP agrees that the Project sound levels will not exceed 50 dBA within 100 feet of Owner's residence on the Owner Property.

2. **Cooperation**. Owner agrees to not publicly oppose or otherwise object to the Project and to execute and deliver such reasonably requested documents and take such action as may be reasonably requested by OTP to carry out the purposes and intent of this Agreement.

3. **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2105.

4. **Consideration**. The consideration for this Agreement is set forth on the attached Exhibit B, which Exhibit B shall be removed before recording this Agreement in the official real property records of the county in which the Owner Property is located. Owner and OTP agree that such removal of Exhibit B prior to recording shall not affect the validity of this Agreement.

5. **Termination**. OTP shall have the right, at any time during the Term, to terminate this Agreement as to all or any part of the Owner Property by providing written notice to Owner. Following any such termination, OTP is authorized to file a release of this Agreement in the official real property records of the county in which the Owner Property is located.

6. **Authority; Title**. Owner represents and warrants that it is the sole owner of the Owner Property in fee simple and has the full and unrestricted right and authority to execute and deliver this Agreement and to grant to OTP the waiver and other rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or interest in the Owner Property have signed this Agreement on behalf of Owner.

7. **Assignment**. OTP shall have the right at any time, without need for consent from Owner, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (each a "**Mortgagee**" and collectively, "**Mortgagees**"). OTP may mortgage or encumber any part of OTP's rights and interests under the Agreement without the need for consent from Owner, provided that any such mortgage attaches only to OTP's rights and does not otherwise attach to the Owner Property. Owner shall have the right to sell, convey, or transfer its interest in the Owner Property, or a

portion thereof, without the need for consent from OTP, provided that Owner shall, prior to any such sale, conveyance, or other transfer, give written notice to OTP thereof, which notice shall include the name, address, and telephone number of the proposed transferee.

8. **Notice**. All communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service) or first-class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Robert Lowery and Lillian Lowery
11012 88th Street NE
Langdon, ND 58249
Phone: 701-256-2168

Glen R. Lowery
1085 Moore Street
Starbuck, MN 56381
(701) 256-2168

If to OTP:

Otter Tail Power Company
Attn: Bryce Haugen
PO Box 496
Fergus Falls, Minnesota 56538
Phone: 218-739-8385
E-mail: bhaugen@otpco.com

Any party may change its address for purposes of this paragraph by giving notice of such change to the other parties in the manner provided in this Section 7. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date mailed.

9. **Recording**. Owner and OTP agree that this Agreement may be recorded by OTP in the official real property records of the county in which the Owner Property is located.

10. **Miscellaneous**. This Agreement shall be governed by the laws of the State of North Dakota. This Agreement constitutes the entire agreement between OTP and Owner with respect to the subject matter hereof and supersedes any and all prior oral or written understandings, representations or statements among the parties with respect to the subject matter hereof. This Agreement may not be amended except in a writing executed by both parties. This Agreement 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. Nothing herein shall be deemed to create a joint venture or partnership between parties hereto. In the event of breach of this Agreement, OTP shall be

entitled to all remedies provided at law or in equity, including injunctive relief. The prevailing party in any action arising out of, or in connection with, this Agreement shall be entitled to be reimbursed its costs and expenses, including reasonable attorney fees, by the non-prevailing party. NEITHER PARTY SHALL BE ENTITLED TO, AND OWNER AND OTP HEREBY WAIVE ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

[Signature pages follow.]

Dated this 16th day of May, 2023.

OWNER:

Robert Lowery

Robert Lowery, married

Lillian Lowery

Lillian Lowery, married

STATE OF NORTH DAKOTA §
§
COUNTY OF Cavalier §

On this 16th day of May, in the year 2023 before me personally appeared Robert Lowery and Lillian Lowery, husband and wife, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that that person (or they) executed the same.

My commission expires: 1/30/27
[SEAL]

Notary Public

QUENTIN WENZEL
Notary Public, State of North Dakota
My Commission Expires January 30, 2027

Dated this 12 day of May, 2023

OWNER:

Glen R. Lowery, a married man

Sara Lowery, spouse of Glen R. Lowery

STATE OF Minnesota §
§
COUNTY OF Pope §

On this 12 day of May, in the year 2023 before me personally appeared Glen R. Lowery and Sara Lowery, husband and wife, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that that person (or they) executed the same.

My commission expires: 1/31/2024
[SEAL]

Joan Kerkvliet
Notary Public

JOAN E KERKVLIET
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2024

OTP:

Otter Tail Power Company,
a Minnesota corporation

By: Bryce C Haugen

Its: Energy Developer

STATE OF MINNESOTA)
) ss.
COUNTY OF Wilkin)

The foregoing instrument was acknowledged before me this 17th day of May, 2023, by Bryce Haugen, the Energy Developer of Otter Tail Power Company, a Minnesota corporation, on behalf of the corporation.

Kristi L Bakken
Notary Public

KRISTI L BAKKEN
Notary Public
Minnesota
My Commission Expires
Jan 31, 2024

EXHIBIT A

Legal Description of the Owner Property

The West Half of the Northwest Quarter of the Northwest Quarter (W½NW¼NW¼), Section Sixteen (16), Township One Hundred Sixty North (160N), Range Fifty-nine West (59W) of the Fifth Principal Meridian, Cavalier County, North Dakota.

Parcel Identification Number: 08092000