

**BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION**

**Katie Sieben  
Dan Lipschultz  
Valerie Means  
Matt Schuerger  
John A. Tuma**

**Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner**

In the Matter of the Application of Freeborn Wind Energy, LLC for a Large Wind Energy Conversion System Site Permit for the 84 MW Freeborn Wind Farm in Freeborn County

**PUC Docket No. IP6946/WS-17-410**

In the Matter of the Application of Freeborn Wind Energy LLC for a Transmission Route Permit for the Freeborn Wind Transmission Line in Freeborn County

**PUC Docket No. IP-6946/TL-17-322**

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**ASSOCIATION OF FREEBORN COUNTY LANDOWNERS**

**COMMENT ON ACQUISITION OF FREEBORN WIND BY NSP MINNESOTA**

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Freeborn Wind and Northern States Power Minnesota (NSPM) have requested the Commission approve acquisition of the Freeborn Wind assets. On July 8, 2019, the Commission issued “Notice of Comment Period on Request for Site and Route Permit Transfers.” The following issues were identified as open for comment:

- Should the Minnesota Public Utilities Commission (Commission) authorize a transfer of the site permit to Northern States Power Company, a Minnesota Corporation (Xcel Energy) pursuant to Minn. R. 7854.1400 and Section 14 of the Site Permit?
- Should the Commission authorize a transfer of the route permit to Xcel Energy pursuant to Minn. R. 7850.5000 and Section 11 of the Route Permit?
- Has Freeborn Wind Energy LLC (Freeborn Wind) provided the name and description of the entity to whom the permit is to be transferred, the reasons for the transfer, a description of the facilities affected, and the requested date of the transfer?

- Is there sufficient information in the record to determine that the new permittee can comply with the conditions of the permits?

**I. HAS FREEBORN WIND ENERGY LLC PROVIDED THE NAME AND DESCRIPTION OF THE ENTITY TO WHOM THE PERMIT IS TO BE TRANSFERRED, THE REASONS FOR THE TRANSFER, A DESCRIPTION OF THE FACILITIES AFFECTED, AND THE REQUESTED DATE OF THE TRANSFER?**

Freeborn Wind Energy and Northern States Power Company Minnesota (hereinafter “NSPM”) have not provided an accurate description of the facilities affected in the Site Permit. Leases for a material number of acres have been terminated; the new owners plan to request a site amendment with substantial changes; and homes remain unidentified on the Site Permit map. The project now is not the same project that was permitted in December, 2018 and May, 2019.

**A. Leased land is incorrectly described in permit – a significant number of leases were terminated, covering over 4,770 acres of land.**

One material aspect described incorrectly in the Notice of Acquisition is the number of acres leased for the project. See Request to Transfer Site Permit, p. 3 “*Description of the facilities affected*” referencing Section 2.0; Aff. of Chris Clark, para. 4. On or about the date of closing on this acquisition, Invenergy terminated 34 agreements, land leases and good neighbor agreements, affecting a total of over 4,770 acres of the 17,435 acres of leased land in the project. See attached Motion for Order to Show Cause, Ex. C, Invenergy Notice of Termination. The site permit is based on the claim of 17,435 acres of leased land, and now more than 25% of that land is no longer leased, leaving only roughly 12,665 acres leased. Site Permit, Section 2.0 (referenced by Xcel in Notice of Acquisition, p. 2) and Site Permit Section 3.0. Loss of over 25% of land leased, upon which site permit was granted, is a significant change.

Freeborn Wind and NSP Minnesota must demonstrate that the project can be built on just 75% of the land originally set forth as leased for the project.

**B. Freeborn Wind and Xcel Energy have publicly announced intent to request a permit amendment, to include upgrade of 32 turbines to larger turbines, and provide revised noise, shadow flicker and revised site plan.**

Freeborn Wind and NSPM have several times announced a plan to upgrade. See attached AFCL Motion for Order to Show Cause ([20197-154472-01](#)). Between the termination of leases covering over 25% of the project's leased land and the changes proposed by NSPM, this is not the same project that was permitted on December 19, 2018 and May 10, 2019. The acquisition should not be approved prior to filing of the permit amendment request and review of revised filings through a contested case proceeding the changes proposed

**C. The permit itself is in error – homes are missing that would be affected by turbines, and would likely be affected by plans to use larger turbines.**

Many times over the last two years, AFCL and its members have noted missing homes on the project maps and the Site Permit map. The missing homes include one in Section 30 of London township-11456 850th Ave Glenville, one in Section 25 of Shell Rock township-11133 850th Ave Glenville, and one in Section 35 of Shell Rock township. This has been stated in Comments, oral and written Testimony, and Briefs. What does it take to get this point across?

Freeborn Wind and NSPM must provide an accurate and complete map of its new site plan, including all homes in the area. These errors must be corrected.

**II. THERE IS SUFFICIENT INFORMATION TO DETERMINE THAT THE PROJECT NOW IS NOT THE PROJECT PERMITTED, AND THERE IS SUFFICIENT INFORMATION TO QUESTION WHETHER THE PERMIT CONDITIONS CAN BE MET.**

There has been no demonstration in the record to determine that the new Freeborn Wind can comply with the permit. There is sufficient information to determine that the project now is not the project permitted, and there is sufficient information in the record to call into question

Freeborn Wind and NSPM's ability to comply with the conditions of the permit. Other than the NSPM permit amendment, this is not a situation of NSPM's making, but it has inherited these compliance issues. Failure to demonstrate that the project would comply with Minnesota noise standards was the primary reason that the Administrative Law Judge recommended that the Freeborn Wind permit be denied:

### **RECOMMENDATION**

Based upon these Conclusions of Law, the Administrative Law Judge respectfully recommends that the Commission deny the site permit to Freeborn Wind Energy, LLC to construct and operate the up to 84 MW portion of the Freeborn Wind Farm in Freeborn County, Minnesota. In the alternative, the Administrative Law Judge respectfully recommends that the Commission provide Freeborn Energy, LLC with a period of time to submit a plan demonstrating how it will comply with Minnesota's Noise Standards at all times throughout the footprint of the Freeborn Wind Project.

ALJ Recommendation, p. 119, May 14, 2018([20185-143479-02](#)).

Since that time, despite the "in the alternative" recommendation that Freeborn Wind be given the opportunity to provide a demonstration the project could comply, no modeling has been provided to demonstrate probable compliance. Further, decommissioning application requirements remain unaddressed, and in its May 10, 2019 Site Permit Order, the Commission again attempted to transfer responsibility for this information to AFCL! The Commission has abdicated its authority and responsibility, approved the permit despite material compliance issues, and kicked the can down the road into the non-public venue of "pre-construction" meetings where information produced is not subject to public vetting.

**A. Noise studies have not been provided to demonstrate probable compliance with state noise standards.**

Despite provision of an opportunity to provide a demonstration that it could comply with Minnesota noise standards, and despite Freeborn Wind's ability to provide the missing ambient noise modeling just 7 days after being directed to do so by the Administrative Law Judge,

Freeborn Wind has not provided a single noise study demonstrating it can comply with the state’s noise standard. Minn. R. 7030.0400. Further, the Commission adopted the ALJ’s FoF 243 and 244, that provided for public review and a public hearing:

**Finding 243**

Should the Commission choose to do so, it could provide Freeborn Wind with an opportunity to submit a plan demonstrating how it will comply with Minnesota’s noise standards at all times throughout the footprint of the Freeborn Wind Project. ~~The plan should include low-frequency noise measurements for evaluation in consultation with MDH.~~

**Finding 244**

The Administrative Law Judge further recommends that the plan be made available for public and agency comment and a hearing held with a summary report. The Commission should then review and

approve a pre-construction noise mitigation plan that best assures that turbine noise will not cause noise levels that exceed Minnesota’s noise standards.<sup>377</sup>

Order, FoF 243-244, p. 8-9, December 19, 2019. This demonstration has not occurred.

Freeborn did provide “Late Filed” Special Condition based on a private agreement between Freeborn and Commerce-EERA, and a chart accompanied with a bizarre narrative and no copies. A request for acquiescence to a back door agreement is no demonstration of compliance.

**Special Condition – Example**

Turbine Level (dBA)	Ambient Level (dBA)	Total Level (dBA)	Turbine Contribution (dBA)	Total Above 50 dBA?	AND Turbines Cont >3 dB?
47	40	48	7.8	---	---
47	41	48	7.0	---	---
47	42	48	6.2	---	---
47	43	48	5.5	---	---
47	44	49	4.8	---	---
47	45	49	4.1	---	---
47	46	49.5	3.5	---	---
47	47	50.0	3.0	YES	---
47	48	51	2.5	YES	---
47	49	51	2.1	YES	---
47	50	52	1.8	YES	---
47	51	52	1.5	YES	---
47	52	53	1.2	YES	---
47	53	54	1.0	YES	---
47	54	55	0.8	YES	---
47	55	56	0.6	YES	---

Invenenergy

Handout, Freeborn Wind, filed October 3, 2018 (12 days AFTER meeting). No modeling was

or has been produced utilizing a 0.5 ground factor. Invenergy's switch from the 0.0 ground factor exclusively utilized previously in filings, exhibits and testimony, to a 0.5 ground factor with no modeling, was "moving the goal posts." This was a last minute assertion, with no back up studies, which Freeborn Wind uses to claim that it can comply. No "work" has been shown.

Across the river in the Wisconsin Badger Hollow solar docket, Invenergy's expert Hankard explained why the ground factor of 0.5 was appropriately used to calculate noise emitted by the solar project's motors, but explains that while 0.5 ground factor is used in much modeling, "well, with the exception perhaps of wind projects which are different because the source is elevated. But for projects like a typical power plant, a solar plant where the sources are relatively close to the ground, I would say 90-99 percent of the studies use 0.5." A wind project is elevated, not close to the ground. The use of a 0.5 ground factor is contraindicated for wind projects. See attached p. 122 of Hankard, Invenergy Redirect ([Tr. 45-234 Party Hearing Session](#), PSC REF#358548).

Freeborn Wind has not demonstrated that the project can comply with Minnesota noise standards. Freeborn Wind's new owners must provide this demonstration, with public review and comment and a hearing and summary report prior to Commission review and adoption of a mitigation plan, as directed in Commission adopted FoF 243 and 244.

**B. Decommissioning information was not provided in Application as required by rule, decommission information was not provided in Discovery or Contested Case, and project was improperly permitted without decommissioning information or plan.**

The Commission rules state little regarding decommissioning, but does require information regarding decommissioning in an application:

The applicant shall include the following information regarding decommissioning of the project and restoring the site:

- A. the anticipated life of the project;
- B. the estimated decommissioning costs in current dollars;
- C. the method and schedule for updating the costs in current dollars;
- D. the method of ensuring that funds will be available for decommissioning and restoration; and
- E. the anticipated manner in which the project will be decommissioned and the site restored.

Minn. R. 7854.0500, subp. 13. Only “A,” the anticipated life of the project, was in the Application.

The most recent Commission Order says this about decommissioning:

*AFCL and others objected that the Commission found Freeborn Wind’s siting application complete even though the application lacked a decommissioning plan, and argued that the Site Permit’s remedial decommissioning terms were insufficient.*

*The Commission finds no new information or argument in these objections. The Commission acknowledged its error in finding the application substantially complete without a decommissioning plan, but **noted that parties had the authority to request the relevant information via discovery.** Moreover, the Commission **quadrupled the period for reviewing the plan before the pre-operation meeting, and required Freeborn Wind to send copies to the local zoning authorities.** Finally, the Commission required that Freeborn Wind identify all surety and financial securities established for decommissioning and site restoration, and demonstrate that it will have the necessary resources to decommission the project.<sup>33</sup>*

*With these remedial measures, the Commission finds no need to reconsider its findings regarding decommissioning.*

Order, p. 11, May 10, 2019 ([20195-152849-01](#)).

The Commission “***noted that parties had the authority to request the relevant information via discovery.***” Id. The Commission also attempted to transfer its regulatory responsibility to parties in its initial Site Permit Order. Order, p 28, December 19, 2018 ([201812-148595-01](#)).

The Commission apparently has not reviewed the record regarding decommissioning. AFCL did request decommissioning information, entered it in the record, questioned Invenenergy’s

Litchfield about it. Invenergy's response to its questions about decommissioning focused on Commerce's failure to require decommission information, and which through the Draft Site Permit instead dismissed the decommissioning issues for later consideration. Invenergy's Discovery response was only:

Freeborn Wind will comply with the terms of the Site Permit as it relates to the preparation, content and distribution of a decommissioning plan. See Section 11.0 of the Draft Site Permit.

Hearing Exhibit AFCL 21, Freeborn Wind Response to AFCL IR 16.

During the hearing, when asked about decommissioning costs, Invenergy's Litchfield testified that:

A: I don't feel I can answer that question. I've never looked at actual costs of actual wind decommissioning. I know it's happened, I've talked to people who have been a part of those projects, but I've not seen the numbers. I don't – I've been a part of projects where we provide decommissioning cost estimates and they're a deconstruction cost proposal, so – and they're usually provided by same types of vendors that do wind farm construction. So I wouldn't have any real reason to doubt them.

Q: Has Invenergy been involved in any wind decommissioning?

A: Not to my knowledge.

Litchfield, Tr. Vol. 1A, p. 46, l. 13-25. Despite this lack of knowledge, Litchfield is serving on a PUC decommissioning work group. Litchfield, Vol. 2, p. 100, l. 13-19.

Invenergy's Litchfield also testified that there is no decommissioning plan for this project at this point, there is no cost estimate for decommissioning at this point, and there is "no form of financial assurance for the purpose of decommissioning the facility at this time." Litchfield, Tr. Vol. 1A, p. 43, l. 8-17; see also Tr., Vol. 2, p. 101, l. 7-9. Commerce and the Commission didn't care! There is also no specific plan for financial assurance, although Litchfield anticipated that a site permit condition would require financial assurance. Litchfield, Tr. Vol 2, p. 99, l. 18 - 100,



l. 12. The Commission then abdicated authority and responsibility for financial assurance!

Despite the rule, the decommissioning information was not required to be provided, and despite Discovery and questioning in testimony, it was not provided in the hearing. Minn. R. 7854.0500, Subp. 13. EERA proposed, and the Commission adopted, the provisions of the Draft Site Permit allowing that the Decommissioning Plan not be provided until after permitting. See EERA-8, Draft Site Permit, p. 8 Comments (requiring post-permitting "Special Condition" of update of Decommissioning Plan every 5 years). This abdication was done despite the Commission adopted Finding 524 of the ALJ's report, which noted:

In addition, it does not follow that all aspects of decommissioning and restoration are best considered post-permit issuance. Perhaps the most pressing concern with regard to decommissioning and restoration for AFCL and members of the public is whether Freeborn Wind will have the funds to pay to remove the turbines and other facilities and physically restore the area.

Recommendation, FoF 524, p. 111.

The EERA "special condition" for decommissioning is only applicable after permitting, despite the express language of Minn. R. 7854.0500, Subp. 13, and it provides no opportunity for public review and vetting.

The Commission's Order also contains bizarre language given its role as regulator:

To avoid needless confusion, however, the Commission will decline to adopt language purporting to require Freeborn Wind to "guarantee" or "ensure" the funds for decommissioning—whether that language appears in the ALJ's findings (for example, Findings 527 and 530) or the Draft Site Permit.

Order, p. 28, December 19, 2019 ([201812-148595-01](#)).

Flagrant disregard of the rules, by the Applicant, by EERA and by the Commission, the attempts to put responsibility for production and enforcement on parties, and moving forward without any knowledge of how to decommission the project is irresponsible. How are the as yet unknown costs of decommissioning to be guaranteed? How can financial assurance be secured

without knowledge of costs and process of decommissioning? What if the project, an LLC, goes bankrupt or permit is revoked?

These questions were raised by Wayne Brandt in his public Comment, where he brought a copy of his wind lease agreement, with an “Effect of Termination” clause that provided some answers:

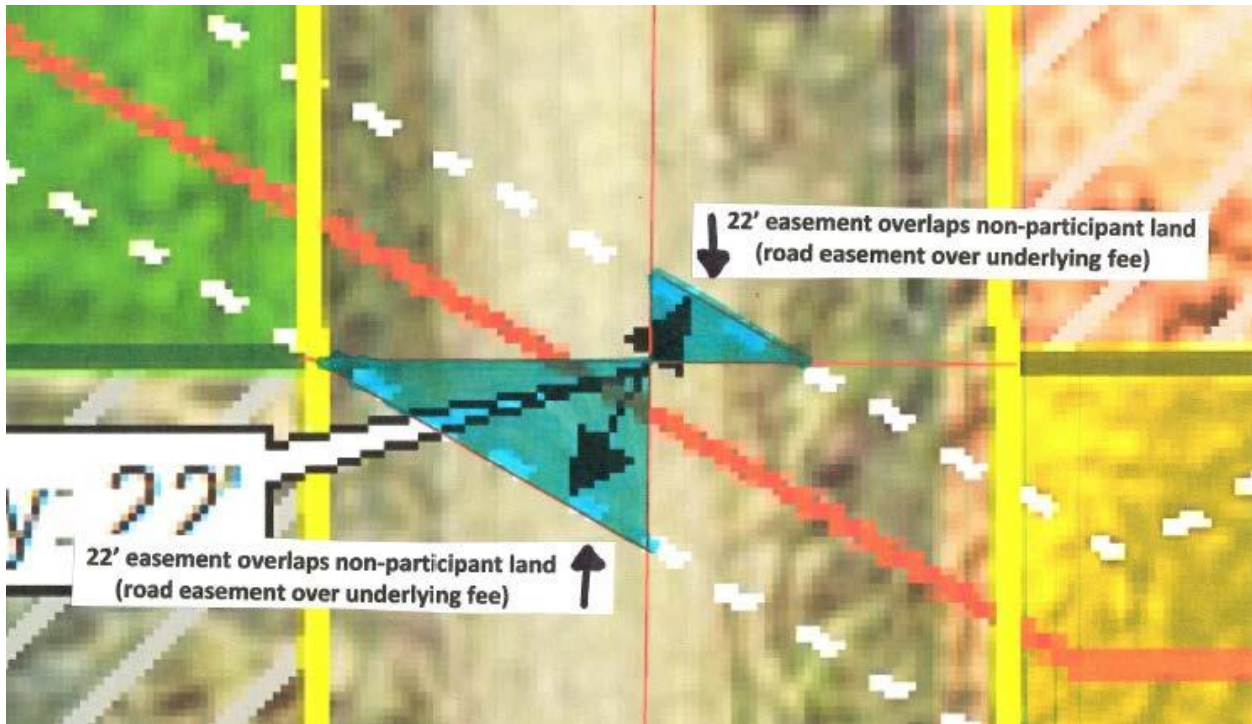
If Grantee fails to remove such Windpower Facilities within twelve (12) months of termination of the Easement, or such longer period as Owner may provide by extension, Owner may do so, in which case grantee shall reimburse Owner for reasonable and documented costs of removal and restoration incurred by Owner.

Hearing Exhibit AFCL-35, Wayne Brandt Public Comment from Public Hearing, labeled as p. “15” in exhibit; see also Brandt, Tr. Public Hearing, p. 133-139. The ultimate responsibility falls on the landowners. That lease agreement also provides for “Security for Removal of Windpower Facilities” with financial assurance again falling to the landowner, which will remain in force for the term of the agreement. *Id.*; see Hearing Exhibit FR-19, Freeborn Wind Easement Form; see also Litchfield, Tr. Vol. 2, p. 90-101. In short, the lease agreement puts the onus on the landowner if the company disappears and does not decommission, leaving it to the landowner try to recover expenses. Hearing Exhibit AFCL-35, Wayne Brandt Public Comment from Public Hearing, p. “15;” see also Hearing Exhibit FR-19, Affidavit of Litchfield, Freeborn Wind Easement Form.

To date, seven months after that “special condition” was adopted in the December 19, 2019 Site Permit Order, the decommissioning information has not been provided, instead only statements that the information will be provided after permitting. The Commission refuses to require financial assurance or guarantee of decommission costs in the permit. Decommissioning costs ultimately fall to landowners. The Commission’s abdication of responsibility and authority is unconscionable.

**III. LAND RIGHTS HAVE NOT BEEN SECURED SUFFICIENT TO ROUTE TRANSMISSION AND COLLECTOR LINES.**

Freeborn Wind is not a utility. NSPM is a utility, and is now the owner of Freeborn Wind, but that does not make Freeborn Wind a utility. Freeborn Wind has not acquired land rights for transmission easements, even the improperly narrowed 22 foot easements:



Freeborn Wind is relying on Freeborn County to provide land rights for transmission, but Freeborn County does not own the land in question in fee, it only has a road easement, and thus cannot transfer those easements to Freeborn Wind.

**IV. ACQUISITION SHOULD NOT BE APPROVED UNTIL THE PERMIT AMENDMENT REQUEST HAS BEEN REVIEWED AND VETTED, WITH MISSING NOISE STUDIES, SHADOW FLICKER, SITE PLAN, AND DECOMMISSIONING PLANS MADE PUBLIC AND SUBJECT TO A CONTESTED CASE PROCEEDING.**

As above, Freeborn Wind has not provided an accurate description of the project facilities affected, due to the termination of lease and good neighbor agreements affecting over 4,770 acres of leased land on which the project permit was based, and due to the pending NSPM permit

amendment anticipated to be filed this month. Freeborn Wind does not have land rights sufficient to build its transmission line or collector system. Freeborn Wind has not demonstrated that it can build the project, particularly in light of terminated leases and the planned permit amendment, and we still do not have information necessary to demonstrate permit compliance that Freeborn Wind's previous owner, Invenergy, failed to provide, and which the Commission has failed to require.

The Commission should not approve the acquisition of either the transmission or wind project, nor should the Commission amend these permits until this missing information has been provided, land rights acquired, the dockets opened for comment to be reviewed by Commerce, the public, and vetted in a hearing, then deliberated the Commission, as contemplated by the Commission's adoption of ALJ Recommendation Findings 243 and 244.

July 22, 2019



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# **Testimony of Invenergy's Hankard**

Transcript, p. 122

Wisconsin PSC Docket 9697-CE-100

Invenergy's Badger Hollow solar project

Hankard, Invenergy Redirect, ([Tr. 45-234 Party Hearing Session](#), PSC REF#358548).

1 A I do recall that.

2 Q Do you believe that it would have been appropriate to  
3 apply a ground factor of 0.2 or 0.3 to your analysis  
4 of the Badger Hollow project?

5 A No.

6 Q Why not?

7 A The model that we use has been shown to predict  
8 conservatively with 0.5. I mean, 0.5 ground factor  
9 is used in probably -- well, with the exception  
10 perhaps of wind turbine projects which are different  
11 because the source is elevated. But for projects  
12 like a typical power plant, a solar plant where the  
13 sources are relatively close to the ground, I would  
14 say 90 to 99 percent of the studies use 0.5. And  
15 when consultants like myself go out and measure these  
16 plants after they're constructed to verify our  
17 modeling assumptions, that assumption checks out as  
18 being, if anything, overpredicting the levels. So  
19 there's no need to -- there would be no justification  
20 to use something like a .2 or .3 which would predict  
21 yet higher levels because we're already demonstrating  
22 that the model is probably overpredicting. So that  
23 would not be justified for those reasons.

24 MR. NOWICKI: Thank you. No further  
25 questions.

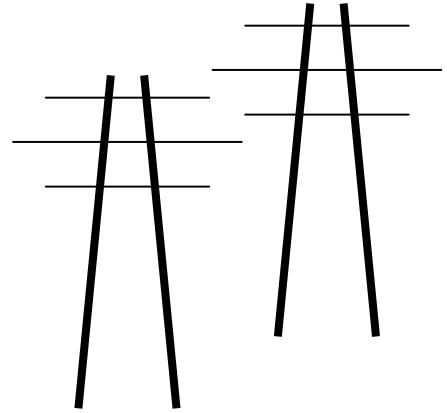
## AFCL Motion for Order to Show Cause

<a href="#">20197-154472-01</a>	PUBLIC	17-410	<input type="checkbox"/>	WS	ASSOCIATION OF FREEBORN COUNTY LANDOWNERS	MOTION--MOTION FOR ORDER TO SHOW CAUSE AND HEARING	07/18/2019
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# Legalelectric, Inc.

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July 18, 2019

Dan Wolf  
Executive Secretary  
Public Utilities Commission  
121 – 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

eFiled and eServed

RE: AFCL MOTION FOR ORDER TO SHOW CAUSE  
MPUC Docket: IP-6946/WS-17-410

Dear Mr. Wolf:

On behalf of Association of Freeborn County Landowners, please find Motion for Order to Show Cause in the above-entitled docket. There have been substantial changes in the project, such that the project is no longer the project that was permitted by the Commission.

At this time, AFCL requests that the Commission Order Freeborn Wind to produce documentation of the proposed changes in the project, including but not limited to termination of leases and good neighbor agreements, change in turbine size, changes in site plan and setbacks, particularly 3 and 5 RD, and noise, shadow flicker, and decommissioning plan. AFCL also requests that the Commission stay effective date of the permit and allow time for review in a contested case the material changes proposed for this project – that construction not begin until there has been time for thorough review in a contested case and a recommendation prior to Commission deliberation.

Very truly yours,

Carol A. Overland  
Attorney at Law

cc: Association of Freeborn County Landowners  
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[Jennifer.roesler@xcelenergy.com](mailto:Jennifer.roesler@xcelenergy.com); [bria.e.shea@xcelenergy.com](mailto:bria.e.shea@xcelenergy.com)



**BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION**

**Katie Sieben  
Dan Lipschultz  
Valerie Means  
Matt Schuerger  
John A. Tuma**

**Chair  
Commissioner  
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In the Matter of the Application of Freeborn  
Wind Energy, LLC for a Large Wind Energy  
Conversion System Site Permit for the 84  
MW Freeborn Wind Farm in Freeborn County

**PUC Docket No. IP6946/WS-17-410**

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**ASSOCIATION OF FREEBORN COUNTY LANDOWNERS**

**MOTION FOR ORDER TO SHOW CAUSE AND HEARING**

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This Motion comes before the Commission on behalf of Association of Freeborn County Landowners, intervenors in the above-captioned Freeborn Wind Project siting docket, as provided by Minn. Stat. §216B.25; 216F.04(d), and 7854.1300. The Association of Freeborn County Landowners are requesting an Order to Show Cause, requesting a contested case hearing and Administrative Law Judge Recommendation, necessary due to the material changes in the project. Last month, there were 34 land lease terminations, and an announcement that there is a planned change in 32 turbines from Vestas V116 to V120, and a planned change in project layout. The Freeborn Wind project, as applied for, as permitted, no longer exists – it is now a materially different project.

Freeborn Wind and Northern States Power Minnesota (NSPM) have requested the Commission approve acquisition of the Freeborn Wind assets. Minn. Stat. §§ 216B.025, 216F.04(d) and Minn. R. 7854.1300, Subp. 4, and Site Permit III each authorize the

Commission to address permit issues and modify, revoke, or suspend the Freeborn Wind permit, and that an interested party may make a motion for Commission action. Association of Freeborn County Landowners hereby make that Motion and request that the Commission issue an Order to Show Cause and refer this matter to the Office of Administrative Hearings for a hearing to provide Freeborn Wind, LLC/Northern States Power the opportunity to be heard prior to Commission action. In the alternative, AFCL requests the Commission issue a Show Cause letter to initiate this review process. See PUC's January 10, 2018 Show Cause Letter, Big Blue Wind Farm, Docket No. IP-6851/WS-10-1238.

There is now a need for Freeborn Wind to demonstrate that the project is feasible and constructible in consideration of the broad impacts of these changes on issues that were subject to the contested case proceeding. This must be done prior to approval of acquisition, prior to proceeding with construction – once a project is built, adjustments and mitigation is difficult to accomplish and very costly, likely cost prohibitive.

The project now is no longer the project as presented by Freeborn Wind in its Application, testimony, and arguments, and it is no longer the project permitted by the Commission. As Northern States Power Company (NSPM) is requesting Commission approval of the acquisition of the Freeborn Wind project, this is the time to pause and gather the facts regarding this significantly altered project.

**I. FACTUAL BASIS FOR MOTION FOR ORDER TO SHOW CAUSE**

Freeborn Wind, LLC was acquired by NSPM on June 14, 2019, and “NSPM as assumed ownership of Freeborn Wind development assets, including the Freeborn Wind Farm.” See Notification of Acquisition, June 18, 2019 ([20196-1536762-02](#)). Upon information and belief, Northern States Power Minnesota will be filing for a permit amendment this month. Affidavit of

Overland, Exhibit B, p. 2, email from Xcel to Townships. In a conversation with Ryan Long, Lead Assistant General Counsel for Xcel, it was disclosed that Xcel anticipated a site permit change, and that they'd be making a permit amendment request sometime in July. Id. A primary change would be a switch from V116 turbines to V120, and that Xcel would be providing noise and shadow flicker analysis, and that the site plan was anticipated to be a matter of micro-siting adjustment. Id. Following this confirmation, AFCL filed a letter with the Commission containing this information. Affidavit of Overland, Ex. A, Letter, June 24, 2019; Ex. B, Letter, July 1, 2019.

On June 12, 2019, Freeborn Wind, LLC/Invenergy signed a "NOTICE OF TERMINATION" dated June 14, 2019, terminating 34 agreements with landowners, 26 leases and 8 good neighbor agreements, affecting over 4,770 acres of land. Affidavit of Overland.

Exhibit C, NOTICE OF TERMINATION. This NOTICE OF TERMINATION was executed by Invenergy's V.P. Jonathan Saxon on June 12, 2019, with the NOTICE dated June 14, 2019, the date of transfer of Freeborn Wind, LLC to Northern States Power Minnesota.

In its acquisition approval request, Xcel states:

*Description of the facilities affected:* All facilities described in Sections 2.0-2.2 of the Site Permit and Sections 2.0-2.4 of the Route Permit.

June 18, 2019, Notification of Acquisition, p. 2 ([20196-153672-02](#)). Chris Clark's Affidavit does state that he has "reviewed all of the terms and conditions of the Site Permit..." Affidavit, p. 1. Section 2.0 of the permit states that "The project area includes approximately 26,273 acres of land, of which the Project currently holds leases on 17,435 acres," and this is no longer true, because the leases for roughly 4,770 acres were terminated and only roughly 12,665 acres is leased. This same 17,345 acres is discussed in the Permit's Section 3.0, and is no longer applicable:

The site designated by the Commission for the Freeborn Wind Farm is the site depicted on the official site permit maps attached to this permit. Within the site

permit boundary, the Project and associated facilities shall be located on lands for which the permittee has obtained wind rights. Wind rights or easements have been obtained by the Permittee and include approximately 17,435 acres of land under easement and with participation agreements.

Section 3.0, DESIGNATED SITE. To be fair, it is not known whether Mr. Clark, Jennifer Roesler, or Bria Shea were aware of the 34 agreements that were terminated days earlier by Invenergy, and it would be most unfortunate if NSPM were not aware.

The Freeborn Wind Project, due to this significant Termination of over 4,770 acres of land leases for the project, is no longer the project that was permitted. The Permit for the project states that the project has 17,435 acres of land leased. Freeborn Site Permit, p. 1. 17,435 minus 4,470 acres leaves just 12,665 acres. The Permit is based on the Recommendation of the ALJ, citing 17,435 acres “currently leased for the Project.” Recommendation, FoF 84 (citing Ex. FR-1, Application, at p. 3) “Freeborn Wind maintains it currently leases 17,435 acres of the 26,273 acres within the Project Area (66 percent of the Project Area). The current leasehold is sufficient to accommodate the proposed facilities, required buffers, and turbine placement flexibility needed to avoid natural resources, homes, and other sensitive features.” Id. (citing Application, p. 18; see also Application p. 3, .

The Commission’s initial Order notes that Freeborn Wind may obtain more land if necessary to build the project – whether or not Freeborn had sufficient land was an issue in the contested case for this docket.<sup>1</sup> Order, p. 3, fn. 4. This places the constructability of the project in doubt, and again raises material issues that were the subject of the contested case.

## **II. LEGAL BASIS FOR MOTION FOR ORDER TO SHOW CAUSE**

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<sup>1</sup> Note that there is land needed for transmission and collector lines that has not yet been secured.

As the grantor of the permit, the Commission has the responsibility and broad authority to enforce the permit conditions, and the Commission has the express authority to modify, rescind, alter, suspend or revoke any permit. Under the provisions of Minn. Stat. §§ 216B.25, 216F.04(d) and Minn. R. 7854.1300, Subp. 4, and Section III of the Freeborn Wind Site Permit, the Commission has authority to rescind, alter, or amend the site permit or take remedial action.

#### **FURTHER ACTION ON PREVIOUS ORDER.**

The commission may at any time, on its own motion or upon motion of an interested party, and upon notice to the public utility and after opportunity to be heard, rescind, alter, or amend any order fixing rates, tolls, charges, or schedules, or any other order made by the commission, and may reopen any case following the issuance of an order therein, for the taking of further evidence or for any other reason. Any order rescinding, altering, amending, or reopening a prior order shall have the same effect as an original order.

Minn. Stat. §216B.25.

The commission may place conditions in a permit and may deny, modify, suspend, or revoke a permit.

Minn. Stat. §216F.04(d).

Further, the wind rules state that:

- The commission may amend a site permit for an LWECS at any time if the commission has good cause to do so.
- The commission may initiate action to consider amendment or revocation of a site permit for an LWECS on its own initiative or upon the request of any person. No site permit may be amended or revoked without first providing notice and affording due process to the permit holder.

Minn. Rule. §7854.1300, Subp. 2, 4. Significant changes are “good cause” to amend a permit.

There are also provisions to revoke a site permit if “the applicant knowingly made a false statement in the application or in accompanying statements or studies required of the applicant, if a true statement would have warranted a change in the commission's findings...” but again, it is not known whether NSPM knew of Invenenergy’s action to terminate 34 leases. *Id.*, Subp. 3(a).

In this case, Freeborn Wind must demonstrate that it can build the project despite this significant decrease in land rights due to termination of leases. There is no basis in the existing record to support a determination that the project can be built on 4,770 acres less than the 17,435 leased acres on which the permit is based.

### **III. REQUEST FOR ORDER TO SHOW CAUSE**

Association of Freeborn County Landowners asks that the Commission issue an Order to Show Cause, and that Freeborn Wind/Northern States Power Minnesota be required to demonstrate that the project is now feasible, that it can be built, within permit conditions, with roughly 25% less land than the 17,435 acres and site plan on which the permit was based. This loss of acreage is a significant change. Material issues in the contested case are affected, including the obvious initial question of whether Freeborn Wind had sufficient land rights to build the project and now whether it is feasible or possible in light of Termination of leases for roughly 25% of the land leased. See Attached Exhibit A. Turbine placement as set forth in map in site permit would be different with roughly 25% of the land removed – and if Freeborn Wind claims it would not be different, this should be proven. See Permit map, Order, December 19, 2018 ([201812-148595-01](#)). Economic benefits to the community were touted in the Application, testimony, and contested case, and cited in the Commission’s Order. The claimed economic benefit of landowner royalty payments was expected to be “over \$800,000 per year in Freeborn County.” Ex. FR-4 Litchfield Direct, p. 12; ALJ Recommendation, FOF 269, p. 54. If 25% less land is leased, payments to landowners leasing land to the project would presumably be roughly 25% lower, but there is no information in the record regarding this change, and no support in the record for granting a permit with this lowered benefit to landowners. Local tax revenue will be based on production, and it is not known whether the total expected tax revenue of “up to

\$397,000 per year” with 80% going to the county and 20% to townships...” will change and whether allocations to townships would change with a new site plan. See Ex. FR-4, Litchfield Direct, p. 13; ALJ Recommendation FOF 270, p. 55. The resulting alterations of the cost/benefit analysis should be a matter of record and reviewed to determine whether the project has a net benefit, and could also affect need for the project. See Order, p. 5, December 19, 2018 ([201812-148595-01](#)). Setbacks are at issue, with the locations of the larger turbines unknown. Larger turbines require larger setbacks, and the 3 and 5 RD distances will be affected by the increase in turbine blade size. See FR-1, Application, Figure 4 of 17, Land Ownership (turbines 4, 6, 8, 11, 12, 13, 14, 18, 19, 25, 26, 27, 28, 30, 32, 34, 42, 44, and possibly more – see Figure 4 site plan with turbine numbers attached below.)(20176-132804-02). As it is, there are a number of circles on the map that touch the border of property not signed, another reason the new layout with larger turbines must be made public and scrutinized. Id.

Noise and shadow flicker analysis, and potential impacts based on the project site plan, were a contentious issue in the contested. Noise and shadow flicker studies, Tier 1, 2 and 3 site evaluation and characterization studies, and decommissioning plan would all be affected by this significant decrease in project leased land, larger turbines, and changed layout.

The Commission adopted Finding 244 of the ALJ’s Recommendation regarding noise standards and public review of noise studies provided by Applicants:

**Finding 244**

The Administrative Law Judge further recommends that the plan be made available for public and agency comment and a hearing held with a summary report. The Commission should then review and approve a pre-construction noise mitigation plan that best assures noise will not cause noise levels that exceed Minnesota’s noise standards.

Order, December 19, 2019, Attachment 1: Modifications to the ALJ Report, p. 8-9.

Now, with termination of leases and agreements for roughly 4,770 acres of the 17,435 acres, a 25% loss, much more than noise will change and much more requires disclosure, review, and analysis, with full view of and participation by, the public. Minn. Stat. §216E.08 (see Minn. Stat. §216F.02, EXEMPTIONS, for applicability of Minn. Stat. §216E.08.). The Freeborn Wind project, as permitted, no longer exists – it is now a materially different project.

It should be noted that the permit was granted based on Freeborn Wind’s claims of 17,435 acres of land leased by Freeborn Wind for this project, a point made in the permit. See Permit, §2.0 Project Description (“holds leases on 17,435 acres”). At the time of the Freeborn Wind contested case hearing, it was not clear that the project had sufficient land rights for the project. The Commission’s Order implied that more may be needed to “complete” the project, and the Commission’s Order notes that “Freeborn Wind stated that additional lands may be leased or an easement obtained as necessary to complete the Project.” Order, p. 3, fn. 3. However, rather than lease additional land, as of last month, the project has terminated land leases for over 4,770 acres of land identified as leased for this project, leaving roughly 12,665 acres of project leased land.

#### **IV. FREEBORN WIND IS NOT IN COMPLIANCE WITH THE PERMIT.**

Under Minnesota Statutes Sections § 216B.025 and 216F.04(d), Minnesota Rule 7854.1300, Subp. 4, and the Freeborn Wind site permit, the Commission has authority to modify, amend, suspend, or revoke the Freeborn Wind Site Permit. Under the provisions of Minn. Stat. §§ 216B.025, 216F.04(d) and Minn. R. 7854.1300, Subp. 4, Association of Freeborn County Landowners asks that the Commission issue an Order to Show Cause, that under the facts, this permit should be reviewed, modified and amended, and that the Commission immediately refer this matter to the Office of Administrative Hearings for a hearing and recommendation. In the



interim, Association of Freeborn County Landowners requests that the Commission issue an order that staying the permit and that construction shall not proceed until after the Freeborn Wind permit has been reviewed in a contested case hearing and a recommendation filed, and the Commission reviews the project in light of the materially changed aspects of this project.

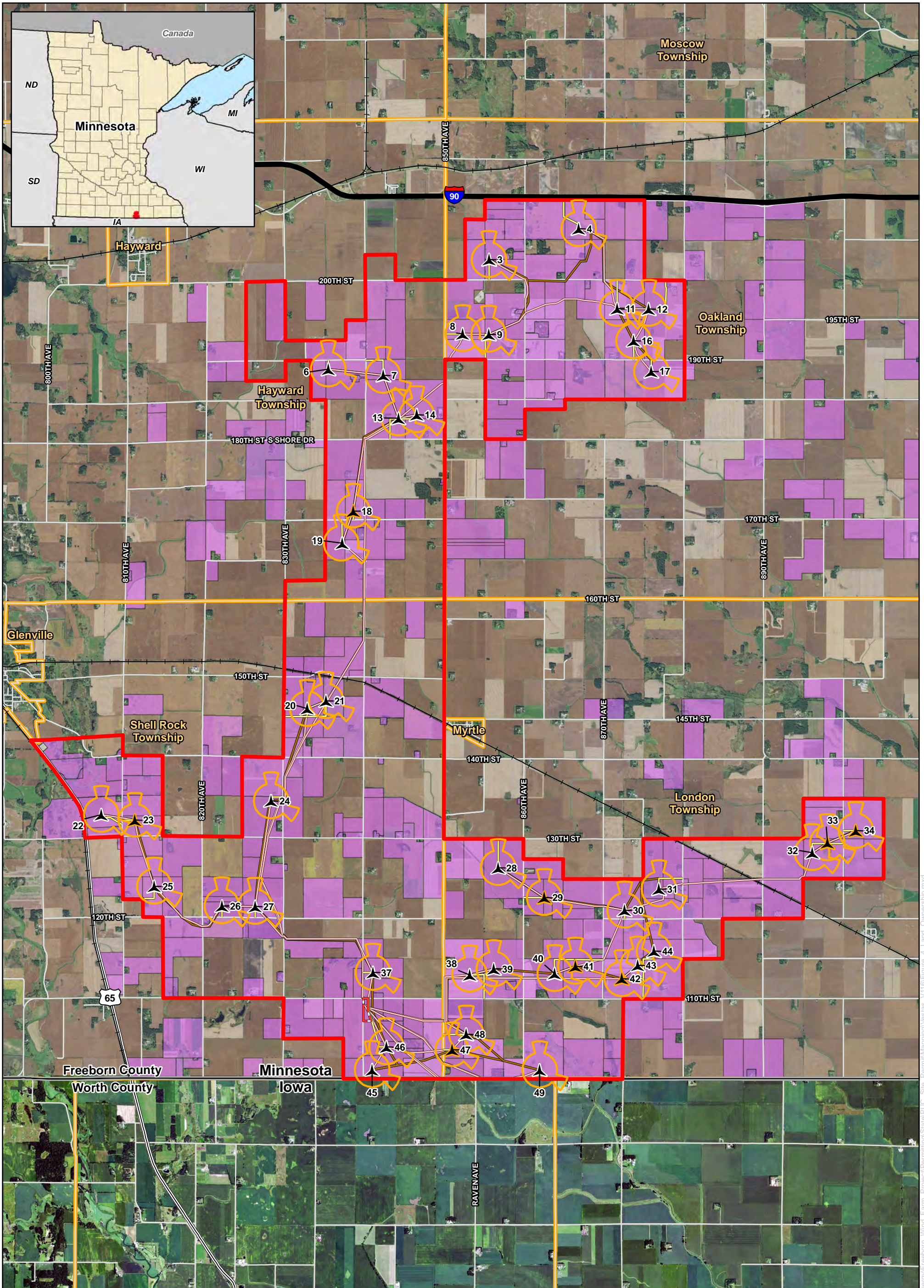
Respectfully submitted,



July 18, 2019

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Carol A. Overland      MN #254617  
Attorney for AFCL  
Legalelectric – Overland Law Office  
1110 West Avenue  
Red Wing, MN 55066  
(612) 227-8638  
[overland@legalelectric.org](mailto:overland@legalelectric.org)



**FREEBORN WIND FARM**

0 0.5 1 Miles  
1 inch = 1 miles

Imagery Source: 2015 Color FSA  
Data Source: Invenery, MN DNR, USFWS, Census  
For Environmental Review Purposes Only

**Figure 4**  
**Land Ownership**

**Freeborn Wind Farm**  
**Freeborn County, MN**

Vestas V110-2.0	<b>Site Control Status</b>
Vestas V116-2.0	Participant
Project Boundary	
O&M and Project Substation	
3x5 Wind Access Buffer	
Access Road	
Collection Line	
Crane Path	

Date: (6/5/2017) Source: Z:\Clients\Illumenergy\Freeborn\_Wind\_Farm\_Project\Permitting\State\FUC\_Site\_PermitMapping\Veasias\_vr16\Figure\_4\_Land\_Ownership.mxd

**BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION**

**Katie Sieben  
Dan Lipschultz  
Valerie Means  
Matt Schuerger  
John A. Tuma**

**Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner**

In the Matter of the Application of Freeborn  
Wind Energy, LLC for a Large Wind Energy  
Conversion System Site Permit for the 84  
MW Freeborn Wind Farm in Freeborn County

**PUC Docket No. IP6946/WS-17-410**

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**AFFIDAVIT OF CAROL A. OVERLAND**

**IN SUPPORT OF**

**ASSOCIATION OF FREEBORN COUNTY LANDOWNERS**

**MOTION FOR ORDER TO SHOW CAUSE AND HEARING**

---

STATE OF MINNESOTA    )  
                                      ) ss.  
COUNTY OF GOODHUE    )

I, Carol A. Overland, after affirming, state and depose as follows:

1. I am an attorney licensed in good standing in the State of Minnesota, License No. 254617.
2. I am representing Association of Freeborn County Landowners in the above-captioned matter.
3. In June, I learned that there was a plan to increase the size of wind turbines used in the Freeborn Wind project. I received a copy of an email from Trisha A. Duncan that had been sent to Township board(s), stating that a proposed amendment would be filed, and

that 32 turbines would be upgraded to the Vesta 120 model. I contacted the writer of the email and others I knew within Xcel to receive first-hand confirmation. In a June 24, 2019, Ryan Long, Lead Assistant General Counsel for Xcel, contacted me, and he confirmed that Xcel anticipated a site permit change, and that they'd be making a permit amendment request some time in July. A primary change would be a switch for 32 wind turbines from V116 turbines to V120 turbines, and that Xcel would be providing noise and shadow flicker analysis, and that the site plan was anticipated to be a matter of micrositing adjustment.

4. After this was confirmed, I then filed a letter with the Commission stating these points and asked that Reconsideration be delayed while this permit amendment request was pending. See Letter-Request to Remove Freeborn Wind from 7-1-2019 Agenda, June 24, 2019 (20196-153799-01). Attached as Exhibit A is a true and correct copy of that June 24, 2019 letter and the June 19, 2019 email from Trisha A. Duncan.
5. One week later, through a "Late Filed Request," I requested that the Reconsideration request and matter be tabled and the Reconsideration deadline be tolled, pending the permit amendment request. Letter, July 1, 2019 (20197-154049-01). Attached as Exhibit B is a true and correct copy of that July 1, 2019 letter.
6. Recently, rumors were flying that "good neighbor" and lease agreements were being terminated, but AFCL had no direct evidence of this. Today, I received a copy of "NOTICE OF TERMINATION" filed on June 17, 2019, one month ago. This document lists 34 agreements, 26 lease agreements and 8 good neighbor agreements, that were terminated by Freeborn Wind/Invenergy at roughly the same time as the transfer of Freeborn Wind from Invenergy to Northern States Power Minnesota. Attached as Exhibit C is a true and correct copy of the NOTICE OF TERMINATION as filed at the Office of County Recorder.

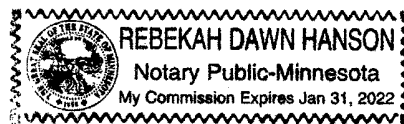
Further your affiant sayeth naught.

July 18, 2019



Carol A. Overland MN #254617  
Attorney for AFCL  
Legalelectric – Overland Law Office  
1110 West Avenue  
Red Wing, MN 55066  
(612) 227-8638  
[overland@legalelectric.org](mailto:overland@legalelectric.org)

Signed and affirmed before me this  
18<sup>th</sup> day of July, 2019.

  
Notary Public

# Exhibit A

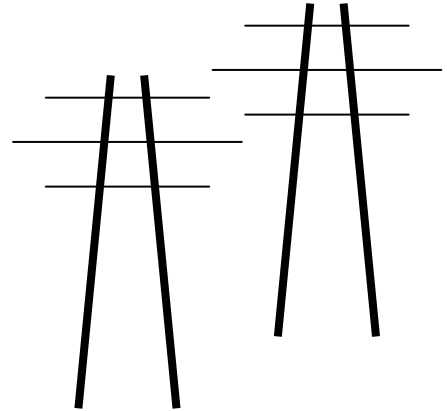
June 24, 2019 letter and the June 19, 2019 email from Trisha A. Duncan

[\(20196-153799-01\)](#)

# Legalelectric, Inc.

**Carol Overland** Attorney at Law, MN #254617  
Energy Consultant—Transmission, Power Plants, Nuclear Waste  
overland@legalelectric.org

1110 West Avenue  
Red Wing, Minnesota 55066  
612.227.8638



June 24, 2018

Dan Wolf  
Executive Secretary  
Public Utilities Commission  
121 – 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

RE: Xcel to Upgrade 32 turbines to Vesta 120  
Freeborn Wind – PUC Docket IP6946/WP-17-410

Dear Mr. Wolf:

On behalf of Association of Freeborn County Landowners (AFCL), I ask that the Freeborn Wind item be removed from the July 1, 2019 Agenda Meeting and that the time period be tolled for Commission response to AFCL's Petition for Reconsideration.

As you know, Xcel Energy has purchased Freeborn Wind, LLC. See Notice of Acquisition and Request for Transfer of Freeborn Wind LWECS and HVTL ([20196-153672-02](#)).

Attached please find an Xcel Energy missive stating it intends to uprate the project, specifically 32 turbines to Vesta 120. For two years now, we've been told it is not possible to move any of the turbines, and now larger ones are proposed with changes to the project layout? I have been leaving messages for Xcel, from Chris Clark to Trisha Duncan, and a few in between, but no word yet.

AFCL is a party, and yet again are not at the table. The plan must be disclosed and put before the Commission. There is no mention of the acquisition request or upgrade plans in the Briefing Papers.

With this change pending, the Freeborn Wind item should be removed from the July 1 agenda, and that it should be scheduled with the Commission's likely rubber stamp of the acquisition.

Very truly yours,

Carol A. Overland  
Attorney at Law

6/19/2019

Gmail - Freeborn Wind Farm Update



## Freeborn Wind Farm Update

1 message

Duncan, Trisha A <Trisha.A.Duncan@xcelenergy.com>

Wed, Jun 19, 2019 at 1:12 PM

As you may or may not have heard, Xcel Energy purchased the Freeborn Wind Farm project last Friday, June 14<sup>th</sup>. We are excited to take ownership on the project and we look forward to working with everyone going forward. Having said that, we would like to communicate more detail with all of you on a proposed amendment we will be filing with the PUC to the site permit. To increase the project's energy output and efficiency, we will be proposing to upgrade 32 turbines to the a Vesta120 model. Aside from minor changes to the project layout, there will be minimal effects to landowners.

My question to you is, how would you like this communication to occur to the entire Township board? We are happy to come and present at an upcoming meeting, provide a detailed memo, or other options we can discuss. However you think is best to communicate this, we are happy to abide by. We are planning to communicate this with as many local government in the project area ahead of the filing as much possible, and would like to do this within the next couple weeks.

Let me know what you think and how you would like to proceed, if at all possible yet today.

Thanks so much.

Trisha

Trisha A. Duncan  
**Xcel Energy | Responsible By Nature**  
Manager, Community Relations and Economic Development  
210 Lime Street, Mankato, MN 56001  
P: 507.387.9633 C: 612.227.8880 F: 612.329.2912  
E: trisha.a.duncan@xcelenergy.com

[XcelEnergy.com](http://XcelEnergy.com) [Facebook.com/XcelEnergy](https://Facebook.com/XcelEnergy) [Twitter.com/XcelEnergy](https://Twitter.com/XcelEnergy)  
Please consider the environment before printing this email.

# Exhibit B

Letter, July 1, 2019

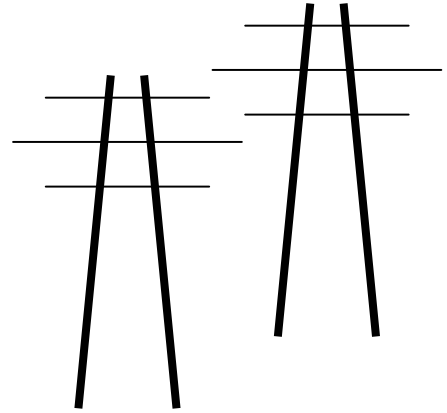
[\(20197-154049-01\)](#)



# Legalelectric, Inc.

Carol Overland Attorney at Law, MN #254617  
Energy Consultant—Transmission, Power Plants, Nuclear Waste  
overland@legalelectric.org

1110 West Avenue  
Red Wing, Minnesota 55066  
612.227.8638



**LATE FILED – COPIES WILL BE FURNISHED**

July 1, 2018

Dan Wolf  
Executive Secretary  
Public Utilities Commission  
121 – 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

RE: Xcel to Upgrade 32 turbines to Vesta 120  
Freeborn Wind – PUC Docket IP6946/WP-17-410

Dear Mr. Wolf:

On behalf of Association of Freeborn County Landowners (AFCL), I again ask that the Freeborn Wind item be removed from the July 1, 2019 Agenda Meeting, or that the Commission reconsider and at that the time Order that the period be tolled for Commission response to AFCL's Petition for Reconsideration.

Xcel Energy has purchased Freeborn Wind, LLC. See Notice of Acquisition and Request for Transfer of Freeborn Wind LWECS and HVTL ([20196-153672-02](#)). In a phone call with Xcel's counsel, Ryan Long, I have learned that Xcel plans to file for an amendment to its permit **IN JULY**, and that it plans to submit revised noise studies, shadow flicker studies, and a revised site plan with minor modifications.

The Commission shouldn't make any decision today, other than to toll Reconsideration, in light of these expected filings and changes.

Very truly yours,

Carol A. Overland  
Attorney at Law

cc: Association of Freeborn County Landowners

# Exhibit C

INVENERGY NOTICE OF TERMINATION  
as filed at the Office of County Recorder  
June 17, 2019

OFFICE OF COUNTY RECORDER  
FREEBORN COUNTY, MINNESOTA  
DOCUMENT A537914  
Certified, Filed, and/or Recorded on:  
June 17, 2019 10:28 AM  
KELLY CALLAHAN Fee: \$46.00  
FREEBORN COUNTY RECORDER

**PREPARED BY, RECORDING  
REQUESTD BY, AND WHEN  
RECORDED RETURN TO:**  
Invenergy Wind Development LLC  
Attn: Matthew Sollitto, Esq.  
One South Wacker Drive  
Suite 1800  
Chicago, IL 60606

**NOTICE OF TERMINATION**

THIS NOTICE OF TERMINATION (this "Notice") is made this 14<sup>th</sup> day of June, 2019 by Invenergy Wind Development LLC , a Delaware limited liability company with its principal place of business at One South Wacker Drive, Suite 1800, Chicago, Illinois 60606 ("Grantee").

WHEREAS, Grantee and Landowners (collectively, "Owners") entered into those certain Agreements which encumber that certain real property described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, under the Agreements, Grantee exercised its right to terminate the Agreements by providing written notice.

WHEREAS, Grantee desires to record this Notice to provide notice of such termination.


NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby states as follows:

Grantee hereby is providing notice that the Agreements have been terminated effective July 11<sup>th</sup>, 2019.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Notice is executed effective as of the day and year first above written.

**Invenergy Wind Development LLC**


By:   
Name: Jonathan Saxon  
Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS           )  
  ) SS.  
COUNTY OF COOK           )

Personally came before me this 12<sup>th</sup> day of June, 2019, Jonathan Saxon who executed the foregoing instrument as Vice President of Invenergy Wind Development LLC, and acknowledged the same.



(SEAL)  
Name:   
Notary Public, State of IL  
My Commission Expires: 3/4/22

**Exhibit A**  
**Real Property**

**PROPERTY LOCATED IN FREEBORN COUNTY, MINNESOTA**

**Lease 16 Darlene K. and Laverne D. Hauge WMNFRC0053**

Agreement Regarding Easements dated January 13, 2010 by and between Darlene K. Hauge and Laverne D. Hauge and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded June 2, 2010 in the Official Records of Freeborn County, Minnesota as Instrument Number 488882.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
01.017.0030	Freeborn	101/19	17	103.75
			<b>Total</b>	<b>103.75</b>

**Lease 29 Darrel M. Nelson WMNFRC0111**

Agreement Regarding Easements dated March 8, 2016 by and between Darrel M. Nelson and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded April 8, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-521292.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
010060010	Freeborn	101/19	6	40.19
			<b>Total</b>	<b>40.19</b>

**Lease 31 Tommie J. Oudekerk and Patricia L. Oudekerk WMNFRC0123**

Agreement Regarding Easements dated June 24, 2015 by and between Tommie J. Oudekerk and Patricia L. Oudekerk and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded November 9, 2015 in the Official Records of Freeborn County, Minnesota as Instrument Number A-519192.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060310030	Freeborn	102/19	31	120.92
060310040	Freeborn	102/19	31	108.68
060300060	Freeborn	102/19	30	40.98
060310060	Freeborn	102/19	31	20.14
060310050	Freeborn	102/19	31	20.14
060310020	Freeborn	102/19	31	93.23
			<b>Total</b>	<b>404.09</b>

**Lease 35 Estate of Beatrice Wacholz WMNFRC0145**

Agreement Regarding Easements dated January 7, 2016 by and between Estate of Beatrice Wacholz and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded April 22, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-521447.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
070270010	Freeborn	102/20	27	160
			<b>Total</b>	<b>160</b>

**Lease 53 Ethel E. Jensen and Ethel E. Jensen as Trustee of the Ethel E. Jensen Trust dated November 18, 2010 WMNFRC0271**

Agreement Regarding Easements dated September 12, 2016 by and between Ethel E. Jensen and Ethel E. Jensen as Trustee of the Ethel E. Jensen Trust dated November 18, 2010 and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded October 28, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-524353.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
020150041	Freeborn	101/20	15	154.02
020090070	Freeborn	101/20	9	76.99
070320022	Freeborn	102/20	32	80.00
			<b>Total</b>	<b>311.01</b>

**Lease 60 Gerald and Grace Skaar WMNFRC0134**

Agreement Regarding Easements dated July 23, 2008 by and between Gerald C. Skaar and Grace E. Skaar and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded January 7, 2009 in the Official Records of Freeborn County, Minnesota as Instrument Number A-479782.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
070210040	Freeborn	102/20	21	60
070210041	Freeborn	102/20	21	20
			<b>Total</b>	<b>80</b>

**Lease 61 Wayne A. Wacholz and Patricia K. Wacholz WMNFRC0146**

Agreement Regarding Easements dated January 8, 2016 by and between Wayne A. Wacholz and Patricia K. Wacholz and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 7, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-520843 and recorded on April 22, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-521448.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
070270070	Freeborn	102/20	27	80
070270050	Freeborn	102/20	27	40
			<b>Total</b>	<b>120</b>

**Lease 65 Eric L. Foss and Vaerie S. Foss WMNFRC0267**

Agreement Regarding Easements dated April 6, 2016 by and between Eric L. Foss and Valerie S. Foss and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded May 23, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-522061.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
010330040	Freeborn	101N/19W	33	60
			<b>Total</b>	<b>60</b>

**Lease 66 Carlyle E. Greibrok Testamentary Marital Trust dated December 20, 2003, David A. Greibrok and Julie C. Greibrok, husband WMNFRC0272**

Agreement Regarding Easements dated September 12, 2016 by and between Carlyle E. Greibrok Testamentary Marital Trust dated December 20, 2003, David A. Greibrok and Julie C. Greibrok, husband and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded October 28, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-524354.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
070290050	Freeborn	102/20	29	152.73
			Total	152.73

**Lease 74 Dwight and Patricia Greibrok**

Neighbor Agreement dated September 23, 2015 by and between Dwight and Patricia Greibrok and Invenegy Wind Development LLC, as further evidenced by that Grant of Easements as recorded October 28, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-524337.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
070330041	Freeborn	T102N-R20W	33	6
			Total	6

**Lease 78 Ziebell Family Trust WMNFRC0199**

Neighbor Agreement dated September 23, 2015 by and between Ziebell Family Trust and Invenegy Wind Development LLC, as recorded October 28, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-524332.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
010080030	Freeborn	T101N-R19W	8	40
			Total	40

**Lease 82 Robert and Deborah Virchow WMNFRC0203**

Neighbor Agreement dated October 6, 2015 by and between Robert Virchow and Deborah Virchow and Invenegy Wind Development LLC, as recorded February 12, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-520567.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
020340100	Freeborn	T101N-R20W	34	4
			Total	4

**Lease 84 Ferne L. Virchow Trust WMNFRC0205**

Neighbor Agreement dated October 6, 2015 by and between Ferne L. Virchow Trust and Invenegy Wind Development LLC, as recorded February 12, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-520570.



**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
020330110	Freeborn	T101N-R20W	33	1.09
			<b>Total</b>	<b>1.09</b>

**Lease 86 Vanese Kenaston and Douglas Downs Jr. WMNFRC0207**

Neighbor Agreement dated October 6, 2015 by and between Vanses Kenaston and Douglas Downs Jr. and Invenergy Wind Development LLC, as recorded February 12, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-520566.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
020270041	Freeborn	T101N-R20W	27	6.44
			<b>Total</b>	<b>6.44</b>

**Lease 101 Raymond Richard Delgado, Jr. WMNFRC0328**

Agreement Regarding Easements dated January 10, 2017 by and between Raymond Richard Delgado, Jr. and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526598.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
120340030	Freeborn	103N/020W	34	161.50
			<b>Total</b>	<b>161.50</b>

**Lease 114 Duane Glen Virchow WMNFRC0144**

Agreement Regarding Easements dated January 17, 2017 by and between Duane Glen Virchow and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526590.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
020330041	Freeborn	101N/20W	33	19
020330042	Freeborn	101N/20W	33	1
			<b>Total</b>	<b>20</b>

**Lease 117 Henry C. Oldenkamp and Barbara Oldenkamp WMNFRC0279**

Agreement Regarding Easements dated October 17, 2016 by and between Henry C. Oldenkamp and Barbara Oldenkamp and Invenergy Wind Development LLC, as further evidenced by that

Grant of Easements as recorded January 12, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525506.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060100010	Freeborn	102N/19W	10	83.74
060100011	Freeborn	102N/19W	10	51.38
			<b>Total</b>	<b>135.12</b>

**Lease 118 Annette M. Landherr WMNFRC0280**

Agreement Regarding Easements dated October 17, 2016 by and between Annette M. Landherr and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded January 12, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525507.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
120290111	Freeborn	130N/20W	29	80
			<b>Total</b>	<b>80</b>

**Lease 119 Jayne Sigurdson WMNFRC0281**

Agreement Regarding Easements dated October 31, 2016 by and between Jayne Sigurdson and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded December 19, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525143.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060110051	Freeborn	102N/19W	11	80
			<b>Total</b>	<b>80</b>

**Lease 121 Richard H. Carlson WMNFRC0283**

Agreement Regarding Easements dated October 31, 2016 by and between Richard H. Carlson and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded December 19, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525142.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060140040	Freeborn	102N/19W	14	160
			<b>Total</b>	<b>160</b>

**Lease 126 Lang Properties, FLP WMNFRC0290**

Agreement Regarding Easements dated December 2, 2016 by and between Lang Properties and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded February 7, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525872.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
120140071	Freeborn	103N/20W	14	80
			Total	80

**Lease 127 Douglas Benson WMNFRC0289**

Agreement Regarding Easements dated December 2, 2016 by and between Douglas Benson and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded February 7, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525870.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
06011050	Freeborn	102N/19W	11	80
			Total	80

**Lease 128 Dean C. Lukes WMNFRC0288**

Agreement Regarding Easements dated December 2, 2016 by and between Dean C. Lukes and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded February 7, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-525871.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060250030	Freeborn	102/19	25	80
060250070	Freeborn	102/19	25	34
060360060	Freeborn	102/19	26	60
060260040	Freeborn	102/19	25	80
060260080	Freeborn	102/19	26	56
060250010	Freeborn	102/19	36	80
060360050	Freeborn	102/19	36	80
060360010	Freeborn	102/19	36	80
			Total	550

**Lease 130 George R. Ziebell WMNFRC0305**

Agreement Regarding Easements dated January 17, 2017 by and between George R. Ziebell and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526585.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
010090040	Freeborn	101N/19W	9	40
010090070	Freeborn	101N/19W	9	4
010100040	Freeborn	N/19W	10	160
			<b>Total</b>	204

**Lease 132 Alana T. Srp Miller WMNFRC0294**

Agreement Regarding Easements dated January 31, 2017 by and between Alana T. Srp Miller and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526578.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060110030	Freeborn	102N/19W	11	57
			<b>Total</b>	57

**Lease 133 Andrew P. Klingfus and Paul A. and Ardith Klingfus WMNFRC0291**

Agreement Regarding Easements dated January 31, 2017 by and between Andrew P. Klingfus and Paul A. and Ardith Klingfus and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526577.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060130050	Freeborn	102N/19W	13	40
060130060	Freeborn	102N/19W	13	79.15
060130080	Freeborn	102N/19W	13	1
			<b>Total</b>	120.15

**Lease 134 Peter A. Klingfus and Paul A. and Ardith Klingfus WMNFRC0299**

Agreement Regarding Easements dated January 31, 2017 by and between Peter A. Klingfus and Paul A. Klingfus and Ardith D. Klingfus and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526582.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060240010	Freeborn	102N/19W	24	78.04
			<b>Total</b>	<b>78.04</b>

**Lease 144 Frances E. Heers Revocable Living Trust and Paul R. Heers Revocable Living Trust WMNFRC0310**

Agreement Regarding Easements dated January 17, 2017 by and between Frances E. Heers Revocable Living Trust and Paul R. Heers Revocable Living Trust and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526589.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060150040	Freeborn	102-019	15	72.40
060270060	Freeborn	102-019	27	120
060260020	Freeborn	102-019	26	80
060260070	Freeborn	102-019	26	80
060140030	Freeborn	102-019	14	160
060150010	Freeborn	102-019	15	74.49
			<b>Total</b>	<b>586.89</b>

**Lease 173 Michael E. Landau WMNFRC0367**

Agreement Regarding Easements dated March 22, 2017 by and between Michael E. Landau and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded June 12, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-527582.

**The following tracts of land are included in this Assignment:**

Parcel Number	County	Township/Range	Section	Acreage
060230021	Freeborn	102N/19W	23	192.84

**Lease 239 Lawrence Peter Schroer Jr and Tracy E. Schroer WMNFRC0218**

Neighbor Agreement dated October 27, 2015 by and between Lawrence Peter Schroer Jr. and Tracy E. Schroer and Invenergy Wind Development LLC as recorded June 5, 2018 in the Official Records of Freeborn County, Minnesota as Instrument Number A-532627.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
020270021	Freeborn	T101N-R20W	27	5
			<b>Total</b>	<u>5</u>

**Lease 240 Benjamin J. Knutson WMNFRC0348**

Neighbor Agreement dated March 22, 2017 by and between Benjamin J. Knutson and Invenergy Wind Development LLC as recorded June 12, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-527567.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
020160031	Freeborn	101N/20W	16	5
			<b>Total</b>	<u>5</u>

**Lease 241 Christian E. and Mary B. Elleby WMNFRC0306**

Neighbor Agreement dated January 17, 2017 by and between Christian E. and Mary B. Elleby and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526605.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
070200031	Freeborn	T102N-R20W	20	3.53
			<b>Total</b>	<u>3.53</u>

**WMNFRC0179 Dwight Greibrok and Patricia Greibrok**

Agreement Regarding Easements dated September 23, 2015 by and between Dwight Greibrok and Patricia Greibrok and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded October 28, 2016 in the Official Records of Freeborn County, Minnesota as Instrument Number A-524350.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
070330040	Freeborn	102/20	33	74
			<b>Total</b>	74

**WMNFRC0335 Ferne L. Virchow, as Trustee of The Ferne L. Virchow Trust, dated 1/16/2016**

Agreement Regarding Easements dated January 17, 2017 by and between Ferne L. Virchow, as Trustee of The Ferne L. Virchow Trust, dated 1/16/2016 and Invenergy Wind Development LLC, as further evidenced by that Grant of Easements as recorded March 31, 2017 in the Official Records of Freeborn County, Minnesota as Instrument Number A-526604.

**The following tracts of land are included in this Assignment:**

<b>Parcel Number</b>	<b>County</b>	<b>Township/Range</b>	<b>Section</b>	<b>Acreage</b>
020280060	Freeborn	101N/20W	28	20
020330040	Freeborn	101N/20W	33	160
020330070	Freeborn	101N/20W	33	94.91
020330100	Freeborn	101N/20W	33	14
			<b>Total</b>	288.91