

- Non Public Document – Contains Trade Secret Data**  
 **Public Document – Trade Secret Data Excised**  
 **Public Document**

AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT

Date Received: February 7, 2011

Response Date: February 16, 2011

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### GENERAL OBJECTIONS

1. AWA Goodhue objects to each information request to the extent that it seeks information that is subject to the attorney-client privilege, work product privilege or other privilege on the ground that privileged matter is exempt from discovery.

2. AWA Goodhue objects to any and all instructions or definitions beyond the requirements imposed or permitted by the Minnesota Rules of Civil Procedure or Minnesota Rules Parts 1400 and 1405.

3. AWA Goodhue does not waive any of their general or particular objections in the event it furnishes information or documents coming within the scope of any such objections.

Without waiving the foregoing general objections, and pursuant to the Minnesota Rules of Civil Procedure and Minnesota Rules Parts 1400 and 1405, AWA Goodhue has enclosed responses to GWT's Information Request Nos. 36 – 45.

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Response by: Chris Kalass

List sources of information:

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 36

Date Received: February 9, 2011 Response Date: February 16, 2011

Request  
No.

36.

Direct, p. 1, 1.16-18. Provide copy of developer prospectus and lease agreement signed in March 2009.

**Response:** I do not have a copy of a prospectus I can provide. A copy of my memorandum of lease, which is recorded at the Goodhue County courthouse, is attached.

Response by: Chris Kalass

List sources of information:

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 37

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
37.	<p>Is there a confidentiality clause in the lease agreement you have signed?</p> <p><b>Response:</b> Yes. The financial figures provided in my testimony were given with permission from AWA Goodhue, LLC.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 38

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
38.	<p>Direct, p. 1, 1. 19-20, states that “under the current layout, I understand there will be one turbine on my property.”</p> <p>a. Provide copy of map of your property showing current layout, including turbine and foundation placement and collector system, and transmission line if any.</p> <p><b>Response:</b> The only current maps I have are the ones provided in the direct testimonies of Mr. Mark Ward and Mr. Chuck Burdick. My property is marked on the attached copy of AWA Ex. 3-B.</p> <p>b. Could there be more than one turbine on your property?</p> <p><b>Response:</b> It seems possible, but turbine siting is outside my area of expertise.</p> <p>c. How many turbines could be placed on your property with 750 foot setbacks?</p> <p><b>Response:</b> I do not know, that is outside my area of expertise.</p> <p>d. Provide map showing answer to 37(b) above.</p> <p><b>Response:</b> I assume you mean 38(b). I don’t have such a map.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 39

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
39.	<p>Direct, p. 2, 1. 14-15, regarding your cattle.</p> <p>a. Is it correct that you do not have dairy cattle?</p> <p><b>Response:</b> That is correct. I feed out Holstein steers.</p> <p>b. Are you familiar with any cases of stray voltage affecting “feed cattle?” Explain your answer.</p> <p><b>Response:</b> I have heard of stray voltage issues with feed cattle, but I don’t know any specific cases.</p> <p>c. Are you familiar with the Kispert and Cook stray voltage cases in Goodhue County? Describe what you know about these cases.</p> <p><b>Response:</b> No, I am not familiar with these cases.</p> <p>d. Are you familiar with the recent Supreme Court decision regarding the Siewert stray voltage case near Zumbro Falls? Describe what you know about these cases.</p> <p><b>Response:</b> No, I don’t know about this Supreme Court case.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 40

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
40.	<p>Direct, p. 2, l. 15-15, you state that there is no connection between anything related to the wind project and my buildings.</p> <p>a. Is it your (plural, you and AWA Goodhue) intention to place a wind turbine on your land?</p> <p><b>Response:</b> Yes.</p> <p>b. Is there a collector system planned for moving electricity generated from the turbine to the grid?</p> <p><b>Response:</b> Yes.</p> <p>c. Is the collector system going to run over or through your land?</p> <p><b>Response:</b> Yes.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 41

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
41.	<p>Direct, p. 2, l. 22, states “I would say that 1,500 feet is an acceptable separation if people don’t want to participate...”</p> <p>a. Does your agreement signed in March, 2009, have any provisions regarding setbacks from your own residence?</p> <p><b>Response:</b> No. As long as it meets the state’s general setback requirements, I am not concerned with the setback distance from my own residence.</p> <p>b. If so, what distance is provided for in the agreement?</p> <p><b>Response:</b> Not applicable.</p> <p>c. If so, would you be willing to waive that setback to facilitate siting the project?</p> <p><b>Response:</b> Not applicable.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 42

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
42.	<p>Direct, p. 3, l. 5, states you state that “we are not interfering with their way of life.”</p> <p>a. What measures will AWA Goodhue take to assure that impacts, such as sound, or shadow flicker, generated by the turbine on your land do not go beyond your property’s boundary?</p> <p><b>Response:</b> None.</p> <p>b. What measures will you take to assure that impacts, such as sound, or shadow flicker, generated by the turbine on your land do not go beyond your property’s boundaries?</p> <p><b>Response:</b> None.</p>

Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_



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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 43

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
43.	<p>Direct, p. 3, l. 6-9, and AWA Exhibit 3-B.</p> <p>a. Looking at this map, does this map demonstrate that the majority of people in the township support the project?</p> <p><b>Response:</b> This map shows those parcels that have signed agreements with AWA Goodhue. It says nothing else about whether or not someone supports the project.</p> <p>b. Looking at this map, does this map demonstrate that the majority of acres in the township are controlled by landowners who support the project?</p> <p><b>Response:</b> See my response to 43(a) above.</p> <p>c. What is your basis for your statement that “the majority of people in the townships, including those who haven’t signed a lease for turbine, support the project?”</p> <p><b>Response:</b> My statement is based on conversations I had with neighbors both before and after I signed my lease.</p> <p>i. Which properties shown on Exhibit 3-B as grey, and not royal or light blue, support the project?</p> <p><b>Response:</b> I do not have that information for all of those properties.</p> <p>ii. For each property identified, describe the basis for your conclusion of support for the project.</p> <p><b>Response:</b> See my response to 43(c) above.</p>

Response by: Chris Kalass

List sources of information:

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 44

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
44.	<p>Direct, p. 4, l. 1-3, states that “in excess of \$10,000 per year” over 20 years equals “more than \$300,000.”</p> <p>a. Please explain your math.</p> <p><b>Response:</b> The annual payment escalates year over year. The sum of the annual payments is more than \$300,000.</p> <p>b. What is the annual payment, and what is the term/length of the lease agreement?</p> <p><b>Response:</b> I do not have permission to disclose the exact annual payment. The term of the lease agreement is up to 7 years of development period, 30 years of operating period, plus two 10-year extensions for a total of up to 57 years.</p> <p>c. Will you receive additional payments in addition to those in the lease agreement? If so, describe what payment is for and amount.</p> <p><b>Response:</b> No.</p> <p>d. Are you receiving any state or federal incentive payments, investment or production tax credits or other indirect benefit from this project? If so, identify source and amount.</p> <p><b>Response:</b> No.</p> <p>e. Are you receiving payment for your testimony in this case?</p> <p><b>Response:</b> No.</p>

f. What are the projected annual gross revenues for the turbine on your property?

**Response:** I don't have that information.

g. What are projected annual net revenues for the turbine on your property?

**Response:** I don't have that information.

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Response by: Chris Kalass

List sources of information:

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
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AWA Goodhue, LLC

Docket Nos.: MPUC Docket No. IP6701/WS-08-1233 and OAH Docket 3-2500-21662-2

Response To: Carol Overland, GWT Information Request No. 45

Date Received: February 9, 2011 Response Date: February 16, 2011

Request No.	
45.	<p>Direct, p. 4, l. 16-17, you reference payments to local government.</p> <p>a. What payments are you referring to?</p> <p><b>Response:</b> I am referring to wind energy production tax as described in Minnesota laws.</p> <p>b. Identify gross annual payments to local government, by source and recipient.</p> <p><b>Response:</b> AWA Goodhue, LLC has said that approximately \$300,000 annually would be paid in wind energy production taxes to local governments.</p> <p>c. If payments are made to local governments, will any payment to local government from another source be offset?</p> <p><b>Response:</b> I don't have that information.</p> <p>d. Identify net annual payments to local government, by source and recipient.</p> <p><b>Response:</b> I don't understand what is meant by "net." See my response to 45(b) above.</p>

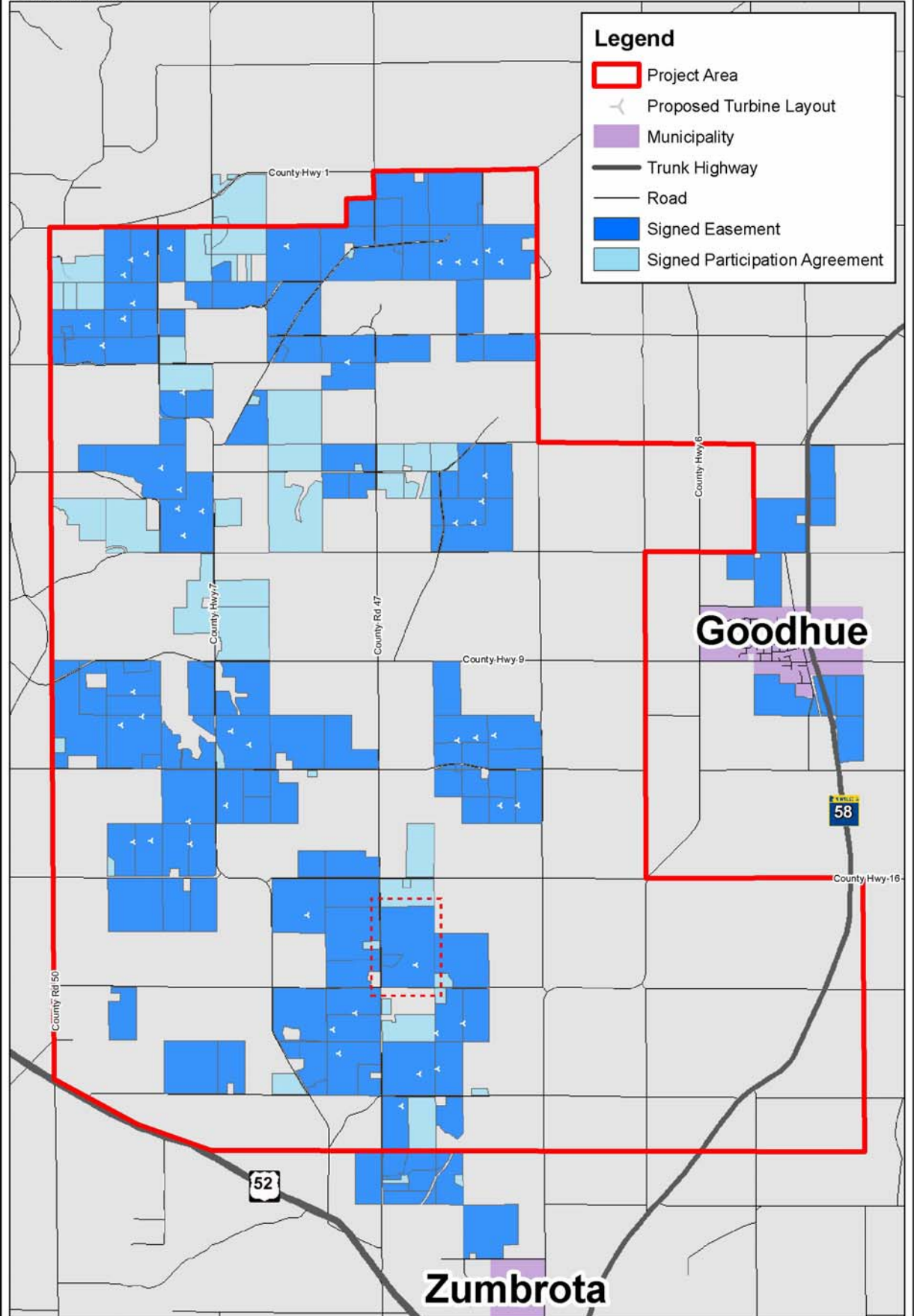
Response by: Chris Kalass

List sources of information: \_\_\_\_\_

Title: Landowner

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_



**Legend**

- Project Area
- Proposed Turbine Layout
- Municipality
- Trunk Highway
- Road
- Signed Easement
- Signed Participation Agreement

**Goodhue**

**Zumbrota**

Data Source: MDECOT (2009), ESRJ (2009), AWA Goodhue (2011), Westwood (2011)

### AWA Goodhue, LLC Wind Project

Goodhue County, Minnesota

### AWA Goodhue, LLC Site Control Map

MPUC Standard

**Westwood**  
 Westwood Professional Services, Inc.  
 7679 Annapolis Drive  
 Eden Prairie, MN 55344

PHONE 952-937-5150  
 FAX 952-937-5122  
 TOLL FREE 1-888-937-5150  
 www.westwoodps.com



DOC #: A 564599

Certified, Filed and or Recorded on  
APR. 08, 2009 AT 09:45:00AM

Signed:  DEPUTY

LISA M HANNI  
GOODHUE COUNTY RECORDER

Fee Amount: \$46.00



Received from/ return to:  
NATIONAL WIND, LLC  
3033 EXCELSIOR BLVD, STE 525  
MINNEAPOLIS, MN 55416

## MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 2 day of March, 2009 by and between Christopher P. Kalass and Stephanie J. Kalass, fka Stephanie Walz, husband and wife (hereinafter “**Owner**”), and Goodhue Wind, LLC, a Minnesota limited liability company, and its successors and assigns (hereinafter “**Project Company**”).

### RECITALS:

A. Owner and Project Company have entered into a certain Land Lease and Wind Easement dated March 2, 2009 (the “**Lease Agreement**”), whereby Owner has agreed to lease to Project Company certain real property, together with access easement rights and a wind easement across said Property in the County of Goodhue, State of Minnesota, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Property**”).

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Project Company have entered into the Lease Agreement dated March 2, 2009 (the “**Effective Date**”) to lease and demise the Property for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Property for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Property, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease Agreement is for a period of seven (7) years, commencing on the Effective Date (the “**Development Period**”). The Lease Agreement shall automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date upon which one or more wind turbines installed on the Property is producing and transmitting commercial quantities of electricity for sale prior to the expiration of the Development Period (“**Operation Date**”); or (ii) date when Owner receives written notice from Project Company of its election to extend the term of the Lease Agreement for the extended term (“**Operating Term Notice Date**”). The Operating Term of the Lease Agreement (“**Operating Term**”) is thirty (30) years from the earlier of either of the Operation Date or the Operating Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Project Company has a right to extend the Operating Term for two (2) additional periods of ten (10) years each upon written notice to Owner.

3. Owner shall have no ownership or other interest in any wind facilities installed on the Property by Project Company and Project Company may remove any or all wind facilities at any time.

4. The Lease Agreement and the easement and rights granted Project Company therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon the Owner and Project Company and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee of Project Company, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

**GOODHUE WIND, LLC**  
**A Minnesota Limited Liability Company**

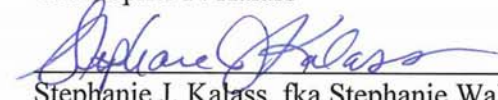
**OWNER**

By: 



Christopher P. Kalass

Its: co-chair of ~~management~~ <sup>manager</sup>

  
Stephanie J. Kalass, fka Stephanie Walz

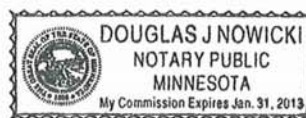


STATE OF Minnesota )  
 ) ss.  
COUNTY OF Goodhue )

The foregoing instrument was acknowledged before me this 2 day of March, 2009 by Christopher P. Kalass and Stephanie J. Kalass, fka Stephanie Walz, husband and wife.

Douglas J. Nowicki  
Notary Public

Notary County of Residence: Dakota  
Notary Commission Expiration: 1-31-2013

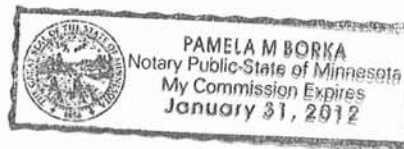


STATE OF Mn )  
 ) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 6 day of manager March, 2009 by Jack Levi, the Co-Chair of Managing Partner of Goodhue Wind, LLC, a Minnesota Limited Liability Company, on behalf of the Company.

Pamela M. Borka  
Notary Public

Notary County of Residence: \_\_\_\_\_  
Notary Commission Expiration: \_\_\_\_\_



This instrument was drafted by:  
Fredrikson & Byron, P.A. (KLN)  
200 South Sixth Street, Suite 4000  
Minneapolis, Minnesota 55402-1425

**Schedule A  
TO MEMORANDUM OF LAND LEASE AND WIND EASEMENT**

**Legal Description of Property**

38-002-0300; 38-002-0301

**That part of the Southeast Quarter of Section 2, Township 110, Range 16, Goodhue County, Minnesota, described as follows:**

**Commencing at the southwest corner of said Southeast Quarter; thence North 0 degrees 34 minutes 47 seconds West (assumed bearing) along the west line of said Southeast Quarter 1085.48 feet to the point of beginning of the land to be described; thence continuing North 0 degrees 34 minutes 47 seconds West along said west line 510.16 feet; thence on a bearing of East a distance of 1078.38 feet; thence South 31 degrees 23 minutes 36 seconds West 560.34 feet; thence South 68 degrees 18 minutes 37 seconds West 236.61 feet; thence North 84 degrees 20 minutes 32 seconds West 564.22 feet to the point of beginning.**

**AND**

**The SE1/4, and the S1/2 of NE1/4, of Section 2, Township 110, Range 16, Goodhue County, Minnesota, EXCEPT THE FOLLOWING DESCRIBED PREMISES:**

**That part of the Southeast Quarter of Section 2, Township 110, Range 16, Goodhue County, Minnesota, described as follows:**

**Commencing at the southwest corner of said Southeast Quarter; thence North 0 degrees 34 minutes 47 seconds West (assumed bearing) along the west line of said Southeast Quarter 1085.48 feet to the point of beginning of the land to be described; thence continuing North 0 degrees 34 minutes 47 seconds West along said west line 510.16 feet; thence on a bearing of East a distance of 1078.38 feet; thence South 31 degrees 23 minutes 36 seconds West 560.34 feet; thence South 68 degrees 18 minutes 37 seconds West 236.61 feet; thence North 84 degrees 20 minutes 32 seconds West 564.22 feet to the point of beginning.**

Acres: 240.00