

**BEFORE THE OHIO POWER SITING BOARD**

<b>In the Matter of the Application of Black</b>	)	
<b>Fork Wind Energy LLC for an</b>	)	<b>Case No. 17-1148-EL-BGA</b>
<b>Amendment to its Certificate Issued in</b>	)	
<b>Case No. 10-2865-EL-BGN</b>	)	

**MEMORANDUM CONTRA OF BLACK FORK WIND ENERGY LLC  
TO THE PETITION TO INTERVENE OF  
GARY J. BIGLIN, KAREL A. DAVIS, BRETT A HEFFNER, ALAN PRICE,  
CATHERINE PRICE, MARGARET RIETSCHLIN AND JOHN WARRINGTON**

**I. INTRODUCTION**

Rather than raising specific issues as to the proposed amendment, petitioners Karel Davis, Alan Price, Catherine Price, Margaret Rietschlin, Brett Heffner, Gary Biglin and John Warrington make general statements in their Petition to Intervene. Specifically, petitioners claim they want to intervene to ensure that the proposed amendment “does not have additional adverse impacts on their land, residences, roads, communities and lives,” and argue that the new statutory setbacks must apply and that the application violates R.C. 4906.06 which requires an application for a certificate to be filed no more than 5 years prior to the planned commencement of construction.

The Board should reject each petitioner’s request to intervene. First Gary Biglin and Brett Heffner have failed to present any interests that warrant intervention in this proceeding because both reside well outside of the project area and attempt to rely on prior intervention rulings based on different facts. As to the remaining petitioners, Karel Davis, Alan Price, Catherine Price, Margaret Rietschlin and John Warrington have failed to present interests in this proceeding that warrant intervention because the Board has ruled in the first amendment proceeding for this project that a turbine model change does not trigger the new statutory setbacks and because R.C. 4906.06’s timing requirement for certificate applications has no

applicability to this amendment application. With the legal arguments having been previously addressed or having no applicability, at a minimum, the Board should only grant intervention to Karel Davis, Alan Price, Catherine Price, Margaret Rietschlin and John Warrington as to the turbine capacity change.

## **II. RELEVANT BACKGROUND**

Black Fork Wind Energy LLC (“Black Fork”) seeks to amend its Certificate of Environmental Compatibility and Public Need issued in Case No. 10-2865-ELBGN in two respects. Black Fork first proposes a capacity increase to the already-approved Vestas V110 turbine model, which will improve electricity production at the project. The capacity increase is from 2.0 megawatts to 2.2 megawatts. With this amendment request, the physical aspects of the approved project remain the same -- all approved turbine sites remain unchanged, as well as the location of the project’s collector substation, access roads and collection lines. Black Fork’s second request is for an extension of its Certificate to January 23, 2020.

## **III. ARGUMENT**

### **A. The Petitioners Must Satisfy the Legal Standard for Intervention**

The standard for intervention in Board proceedings is a showing of good cause for the intervention. OAC Rule 4906-7-04(B). In considering whether good cause exists, the Board or the administrative law judge may consider (a) the nature and extent of petitioners’ interest, (b) the extent to which the petitioners’ interest is represented by existing parties, (c) the petitioners’ potential contribution to a just and expeditious resolution of the issues involved in the proceeding, and (d) whether granting the requested intervention would unduly delay the proceeding or unjustly prejudice an existing party. *Id.*

**B. The Board Should Deny Mr. Heffner's and Mr. Biglin's Intervention Requests.**

As an initial matter, the Board should deny both Mr. Heffner's and Mr. Biglin's intervention requests because they both reside well away from the project area and its turbines, and because any petitioner that resides in the project area can easily represent their interests.

1. The Board should deny Mr. Heffner intervention request.

Mr. Heffner does not live within the project area as claimed in the Petition to Intervene at page 7 (alleging "all reside within the project area..."). As of 2014, he lived at 3429 Stein Road, Shelby, Ohio which is approximately 3.9 miles outside the project boundary and 4.4 miles from the nearest turbine. (See Aff. William Behling attached as Exhibit A hereinafter referred to as "Aff. Behling at ¶ 2). Indeed, as to a prior application related to another developer of a project in the same area, the Board denied intervention to Mr. Heffner. Case No. 09-546-EL-BGN, Entry dated March 2, 2010 at ¶ 13 ("[i]t is not enough for a person seeking to intervene in a proceeding such as this to merely state that he or she resides in a county wherein the project under consideration is proposed to be sited"). Moreover, Mr. Heffner was granted intervention in Black Fork's initial application only because the administrative law judge determined that no party opposed his opposition.<sup>1</sup>

Black Fork opposes his intervention in this proceeding because there is no dispute that Mr. Heffner lives far away from the project boundary. Mr. Heffner raises no specific interests in this proceeding. He only joins the three general statements of interest raised by the other petitioners (see Page 3 of the Petition to Intervene) and relies on that fact that the Board granted intervention to him in other proceedings on this Project. That alone does not present an interest

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<sup>1</sup> The administrative law judge found that Black Fork's opposition to Mr. Heffner's petition to intervene was not timely filed and therefore considered Mr. Heffner's petition as unopposed. See Case No. 10-2865-EL-BGN, Entry dated August 30, 2011 at ¶ 9.

that warrants intervention in a separate application amendment proceeding. Accordingly the Board should find that the nature and extent of Mr. Heffner's interests are too remote to warrant intervention in this proceeding.

The Board should also find that to the extent the Board grants intervention to a petitioner that resides within the project area, that petitioner will adequately represent Mr. Heffner's interests in this proceeding. As noted above, Mr. Heffner joined in the general statements of interest raised by the other petitioners, and raised no separate interests. If the Board grants intervention to another petitioner, there is no reason to grant intervention to Mr. Heffner who resides well away from the project area.

2. The Board should deny Mr. Biglin's intervention request.

Contrary to his claim, Gary Biglin does not reside within the project area and does not own property in or near the project area or any property leased by Black Fork or its affiliates. (Aff. Behling at ¶ 3-4). Mr. Biglin claims at page 3 of the Petition to Intervene that “[h]is farm abuts property leased for the Project on three sides.” That is not true because as a matter of public record, Black Fork Wind Energy terminated the leases near Mr. Biglin's property on October 31, 2013. (Aff. Behling at ¶ 5). Black Fork has also determined that Mr. Biglin neither resides near the project area nor owns property near the property area. Instead, Mr. Biglin owns two adjacent parcels outside the project area, and the nearest parcel which includes his residence is approximately .94 miles from the project area boundary and approximately 1.88 miles from the nearest turbine location. (Aff. Behling at ¶ 4).

Thus, like Mr. Heffner, Mr. Biglin cannot show an interest that warrants intervention in the amendment application. He does not reside in or near the project area and makes no claim of specific interest other than the outdated and untrue claim that his “farm abuts property leased for the Project on three sides.” Petition to Intervene at 3. And like Mr. Heffner, Mr. Biglin relies on

the Board approving his request to intervene in prior proceedings related to this Project. That reliance is misplaced because he must meet the legal standard for intervention in this proceeding in order to be allowed to intervene.

With no property or residence in or near the project area or turbines, Mr. Biglin is only left with the general statements raised by all petitioners at page 3 of the Petition to Intervene. Those general statements are not sufficient to warrant intervention, and to the extent the Board grants intervention to a petitioner that resides within the project area, that petitioner will adequately represent Mr. Biglin's interests in this proceeding.

**C. The Board Should Limit Intervention to the Remaining Petitioners, if any, to the Turbine Capacity Change.**

The Petition to Intervene clearly shows petitioners' intent is general opposition to the Project, as they provide little stated opposition to the turbine model capacity change (from 2.0 to 2.2 megawatts). Indeed, they cannot present any arguments against the turbine model capacity change because as they likely know, this Board has previously approved an amendment to increase the capacity of the same turbine model for another project. *See In re Application of Hardin Wind LLC for a Third Modification to its Certificate*, Order on Certificate dated October 25, 2016, Case No. 16-1717-EL-BGA (approving use of 2.2 megawatt version of Vestas V110 turbine model previously approved). Rather than state any concerns or specific interests, the bulk of the Petition to Intervene focuses on petitioners' ongoing legal argument that the Board must apply current statutory setbacks to the project solely because the Certificate is being amended.

The Board, however, has already ruled on that issue in the first amendment proceeding where all petitioners participated with the exception of Alan Price and Catherine Price. In that case, the Board found that the setbacks of 4906.201(B)(2) should not apply to the Project as a

result of a turbine model amendment. The Board stated in its August 15, 2015 Order on Certificate in Case No. 14-1591-EL-BGA that:

The Board considers the facts in each case to determine whether the proposal affects the turbines such that the setback provisions in the newly revised R.C. 4906.201, which became effective on September 15, 2014, should be triggered. Upon our deliberation of the specific request proposed by Black Fork in this application, as well as the recommendations set forth in the Staff Report, the Board finds that, based on the facts of this case, including the fact that this application does not relocate any turbines or provide any new or additional environmental impacts beyond the previously approved turbine models, this application does not constitute an amendment under R.C. 4906.201(B)(2).

Mr. Biglin, Mr. Heffner, Ms. Davis, Mr. Warrington and Ms. Rietschlin did not object to that ruling and did not file applications for rehearing with the Board. Therefore, the Board should not only deny Mr. Heffner's and Mr. Biglin's intervention requests, but not allow the remaining petitioners to intervene on an issue that the Board has already decided in a prior ruling.

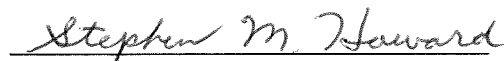
The Board should also deny petitioners' attempt to intervene on the Certificate extension. Petitioners do not state any interest as to the sought extension other than raising a legal argument to the extension. At page 10 of their Petition to Intervene, all of the petitioners state that the sought extension "... completely obliterates the statutory command that '[t]he application shall be filed not more than five years prior to the planned date of commencement of construction.'" They cite Section 4906.06(A) of the Revised Code as the basis for their argument. But as the Board is aware and the statute makes clear, that section relates to the filing of the initial application in regards to the planned date of commencement of construction. See R.C. 4906.06(A). That section of the Revised Code has no bearing on an application to amend a certificate and therefore, petitioners have not expressed an interest sufficient to warrant intervention on the sought extension.

If the Board determines that intervention is appropriate, it should allow intervention only as to the turbine capacity model change and for those petitioners that actually reside near turbines. The Board has already addressed the application of the statutory setbacks in multiple proceedings including the last amendment for this Project. As well, there is no reason to allow Petitioners to intervene as to the Certificate extension given their clear misreading of Section 4906.06 of the Revised Code.

### **III. CONCLUSION**

For the foregoing reasons, the intervention requests of Mr. Heffner and Mr. Biglin should be denied. As to the remaining petitioners, there intervention requests should also be denied and if intervention is granted at all, the intervention should be limited to the issue of the proposed increase in turbine capacity.

Respectfully submitted,

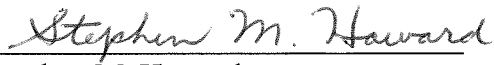


Michael J. Settineri (0073369)  
Stephen M. Howard (0022421)  
VORYS, SATER, SEYMOUR AND PEASE LLP  
52 East Gay Street  
P.O. Box 1008  
Columbus, Ohio 43216-1008  
(614) 464-5462  
(614) 719-5146 (fax)  
[mjsettineri@vorys.com](mailto:mjsettineri@vorys.com)  
[smhoward@vorys.com](mailto:smhoward@vorys.com)

*Attorneys for Black Fork Wind Energy LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing Memo Contra the Petition to Intervene of Gary J. Biglin, Karen A. Davis, Brett A. Heffner, Alan Price, Catherine Price, Margaret Rietschlin and John Warrington was served via email this 24th day of July 2017 upon the parties listed below.

  
Stephen M. Howard

Chad A. Endsley  
Chief Legal Counsel  
Leah F. Curtis  
Amy M. Milam  
Ohio Farm Bureau Federation  
[cendsley@ofbf.org](mailto:cendsley@ofbf.org)  
[lcurtis@ofbf.org](mailto:lcurtis@ofbf.org)  
[amilam@ofbf.org](mailto:amilam@ofbf.org)

John F. Stock  
Mark D. Tucker  
Benesch, Friedlander, Coplan & Aronoff LLP  
[jstock@beneschlaw.com](mailto:jstock@beneschlaw.com)  
[mtucker@beneschlaw.com](mailto:mtucker@beneschlaw.com)



**Exhibit A**

**BEFORE THE OHIO POWER SITING BOARD**

<b>In the Matter of the Application of</b>	)	
<b>Black Fork Wind Energy, LLC to</b>	)	<b>Case No. 17-1148-EL-BGA</b>
<b>Amend its Certificate Issued in</b>	)	
<b>Case No. 10-2865-EL-BGN.</b>	)	

**AFFIDAVIT**

COMMONWEALTH OF MASSACHUSETTS	)
	) SS:
COUNTY OF SUFFOLK	)

Now comes William R. Behling, Business Development Manager, U.S. East, Capital Power Corporation, having been first duly sworn, declares and states as follows:

1. I am the project manager for the Black Fork Wind Project certificated in Case No. 10-2865-EL-BGN. In that capacity, I have personal knowledge on leases for the project, the location of project turbines and the project boundary which represents the area bounded by the project facilities and associated setbacks.
2. Upon information and belief, Mr. Brent Heffner lives at 3429 Stein Road, Shelby, Ohio which is approximately 3.9 miles outside the project boundary and 4.4 miles from the nearest turbine.
3. Upon information and belief, Mr. Gary Biglin resides at 5331 State Route 61 South, Shelby, Ohio 44875 and owns two parcels of land.
4. Upon information and belief, Mr. Gary Biglin's nearest parcel, on which his residence is located, is approximately 0.94 miles outside the project boundary and approximately 1.88 miles from the nearest project turbine.
5. Upon information and belief, Mr. Gary Biglin's properties were previously abutted on three sides by properties owned Mark and Lucy Rietschlin and that were leased by Black Fork

Wind Energy LLC. Those leases were terminated by Black Fork Wind Energy LLC on October 31, 2013 as evidenced by the attached Termination of Memorandum of Lease.



William R Behling  
William R. Behling  
Business Development Manager U.S. East  
Capital Power Corporation

Sworn to before me and signed in my presence this 24<sup>th</sup> day of July, 2017.

[Signature]  
Notary Public  
My Commission Expires 2-12-21

201300015153  
Filed for Record in  
RICHLAND  
SARAH M DAVIS, RECORDER  
11-15-2013 At 11:00 am.  
RELEASE 116.00  
OR Book 2273 Page 60 - 69

PREPARED BY AND WHEN  
RECORDED RETURN TO:

201300015153  
ELEMENT POWER  
421 SW SIXTH AVE STE 1000  
PORTLAND OR 97204

Land Administration  
Element Power US, LLC  
421 SW 6<sup>th</sup> Avenue, Suite 1000  
Portland, OR 97204



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(Space Above for Recorder's Use Only)

### TERMINATION OF MEMORANDUM OF LEASE

THIS TERMINATION OF MEMORANDUM OF LEASE, dated for reference purposes October 31st, 2013, provides record notice of a Lease termination with respect to memorandum of Lease between Mark L. & Lucy M. Rietschlin ("Landlord") and Black Fork Wind Energy, LLC ("Tenant").

Mark L. & Lucy M. Rietschlin and Black Fork Wind, LLC previously entered into a Memorandum of Lease dated November 20<sup>th</sup>, 2008 (the "Agreement") wherein Landlord agreed to grant to Tenant the exclusive option to lease certain real property located in Richland County, Ohio, and more particularly described on Exhibit A attached hereto. Record notice was given by a Memorandum of Lease recorded on February 9<sup>th</sup>, 2009 with instrument number 200900001394 in book 1890, page 404 in the Official Records of Richland County, State of Ohio. The Lease and Memo of Lease were subsequently assigned to Black Fork Wind Energy, LLC in the Memo of Assignment dated July 9<sup>th</sup>, 2010 and was recorded on July 16<sup>th</sup>, 2010 as document number 201000007365 in book 1989, page 597.

Pursuant to the provisions of the Memorandum of Lease, on November 20<sup>th</sup>, 2008 Tenant duly exercised its right to terminate the Lease.

County/State: Richland, Ohio  
Project Name: Black Fork Wind

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IN WITNESS WHEREOF, Tenant has executed this Termination of Memorandum of Lease as of the date first written above.

TENANT:

Black Fork Wind Energy, LLC, a Delaware limited liability company

By: Element Power US, LLC, a Delaware limited liability company, Manager

By: [Signature]  
Its: \_\_\_\_\_

Michael Arndt  
Senior Vice President, Development

STATE OF OREGON                     )  
  ) ss.  
County of Multnomah                 )

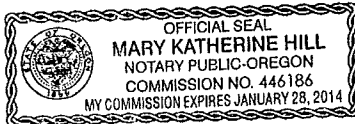
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2013 by Michael Arndt, Sr. Vice-President, Element Power US, LLC, manager of Black Fork Wind Energy, LLC.

[Notarial Seal]

[Signature]  
Signature of Notary or Authorized Official

Notary Public  
Title (and Rank)

My commission expires: January 28, 2014



County/State: Richland, Ohio  
Project Name: Black Fork Wind

"EXHIBIT A"



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Description of Property

All that real property located in Richland County, Ohio, described as follows in attachment:

**EXHIBIT A TO MEMORANDUM OF LEASE**  
**LEGAL DESCRIPTION OF PROPERTY**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF LEASE dated November 20, 2008 by and between Mark L. Rietschlin, et ux, as Landowner, and Black Fork Wind, LLC as Lessee.**

All that real property located in Richland County, Ohio, described as follows in attachment:

**Tract 1:**

That certain tract or parcel of land estimated to contain 80.00 acres, more or less and being described as the North Half of the Southwest Quarter (N/2 of the SW/4) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

Save and except:

Twenty acres (20.00 acres) deeded by Alexis Cattey & wife, Catherine Cattey to Theo. Simon off of the East end thereof.

Being more particularly described in that certain Warranty Deed, filed June 19, 1967, and being recorded in Book 593, Page 313, of the Recorder's Office, Richland County, Ohio.

Save and except:

COMMENCING AT THE NORTHEAST CORNER OF SAID SW 1/4 SEC. 24 AND IN THE CENTERLINE OF SR #61; THENCE WESTERLY ALONG AND WITH THE NORTH LINE OF SAID 1/4 A DISTANCE OF 647.3 FEET TO A POINT; THENCE S 30' W ALONG THE CENTERLINE OF SR #61 EXTENDED TO INTERSECT SAID NORTH LINE A DISTANCE OF 459 FEET TO THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED FOR TRANSFER; THENCE CONTINUING S 30' W ALONG THE CENTERLINE OF SR #61 A DISTANCE OF 235 FEET TO A POINT; THENCE N 89° 30' W A DISTANCE OF 300 FEET TO AN IRON PIN; THENCE N 30° E A DISTANCE OF 235 FEET TO AN IRON PIN; THENCE N 89° 30' E A DISTANCE OF 300 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.62 ACRES MORE OR LESS.

Being more particularly described in that certain Warranty Deed, filed March 22, 2000, and being recorded in Book 792, Page 107, of the Recorder's Office, Richland County, Ohio.

Leaving a balance herein of 58.38 acres, more or less.

**Tract 2:**

That certain tract or parcel of land estimated to contain 70.466 acres, more or less and being described as part of the North Half (N/2) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.



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Being more particularly described as follows:

Beginning on the South boundary line of said north half section, Twenty chains (20) and 7.08 feet west of the center of said section number twenty four (24), at a stone: thence north forty four (44) degrees east, 19.81 chains to a stone: thence north eighty nine degrees (89° ) 45' east. twenty (20) chains 7.08 feet to a line between the northeast and northwest quarter of said section twenty-four (24): thence north ten (10') east, on said quarter line 14.62 chains to the south line of the Toledo division of the Pennsylvania Railroad right of way: thence south forty nine degrees (49° ) 26' 30" east along said right of way 12.81 chains: thence south 15 degrees west 26.47 chains to the center of said section: thence north eighty nine degrees (89° ) 42' 30" West 30.1 chains to the place of beginning.

Being more particularly described in that certain Warranty Deed, filed June 19, 1967, and being recorded in Book 593, Page 313, of the Recorder's Office, Richland County, Ohio.

Save and except:

Beginning at the southwest corner of the northeast quarter of section 24, said point also being a point in the centerline of SR 161; thence east along and with the south line of said quarter section said line also being the centerline of SR #61, a distance of 520.0 feet to the true place of beginning thence continuing east along said south line a distance of 140.0 feet; thence north with an interior angle of 90 degrees 16 minutes a distance of 300.0 feet thence west with an interior angle of 89 degrees 44 minutes a distance of 140.0 feet thence south with an interior angle of 90 degrees 16 minutes a distance of 300.0 feet to the true place of beginning and containing 0.96 acres more or less.

Being more particularly described in that certain Warranty Deed, filed April 27, 2001, and being recorded in Book 903, Page 106, of the Recorder's Office, Richland County, Ohio.

Save and except:

Beginning for the same in the South line of said Northwest Quarter Section 24 and in the centerline of the Vernon West Road (Township Highway 179), a distance of 1023. 2 feet west from the southeast corner of said quarter; thence North 89 degrees 30 minutes West along and with said South line and said centerline a distance of 300.2 feet to a point; thence north zero degrees 57 minutes east along and with the western boundary of the lands of the grantor a distance of 1306 feet to an iron pin at the Northwest corner thereof; thence south 89 degrees 44 minutes east along and with the northern boundary of the lands of the Grantor a distance of 300.2 feet to an iron pin; thence, south zero degrees 57 minutes west a distance of 1307.2 feet to the place of beginning, containing 9.00 acres, be the same more or less according to survey by Justin A. Seiler, Registered Surveyor #4421, on April 16, 1968, but subject to all legal highways.

Being more particularly described in that certain Warranty Deed, filed December 12, 1968, and being recorded in Book 617, Page 48, of the Recorder's Office, Richland County, Ohio

Save and except:



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Beginning for the same in the South line of said northwest Quarter Section 24 a distance of 462.3 feet westerly as measured along and with said South line from the southeast Corner thereof; thence north 89 degrees, 30 minutes West along and with said South Line, the same being the centerline of the Vernon West road (Township Highway 179) and State Route 61 a distance of 230 feet to a point; thence north zero degrees 30 minutes East a distance of 330 feet to an iron pin; thence south 89 degrees 30 minutes East a distance of 230 feet to a iron pin; thence South zero degrees , 30 minutes West a distance of 330 feet to the place of beginning, containing 1.74 acres, be the same more or less, according to survey by Justin A. Seiler, Registered Surveyor #4421, on July 24, 1967.

Being more particularly described in that certain Warranty Deed, filed March 27, 1973, and being recorded in Book 684, Page 390, of the Recorder's Office, Richland County, Ohio

Leaving a balance herein of 58.766 acres, more or less.

**Tract 3:**

That certain tract or parcel of land estimated to contain 11.30 acres, more or less and being described as part of the Northwest Quarter (NW/4) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

Being more particularly described as follows:

Beginning for the same at the Southwest Corner of said Northwest Quarter Section 24; thence North along the West line at said Quarter a distance of 502 feet to a point in the centerline at the Vernon Township Highway 179); thence South 81 degrees East along and with said centerline at the Vernon West Road a distance of 617.8 feet to an angle point in said centerline; thence continuing along and with said centerline North 89 degrees 18 minutes East a distance of 420.5 feet to an angle point in said centerline; thence continuing along and with said centerline South 25 degrees 49 minutes East a distance of 458 feet to an iron pin in the South line of said quarter; thence westerly along and with said south line a distance of 1235

feet to the place of beginning containing 11.30 acres, be the same more or less according to survey by Justin A. Seiler, Registered Surveyor #4421, on April 8, 1968, but subject to all legal highways.

Being more particularly described in that certain Warranty Deed, filed December 9, 1968, and being recorded in Book 617, Page 46, of the Recorder's Office, Richland County, Ohio.

**Tract 4:**

That certain tract or parcel of land estimated to contain 2.50 acres, more or less and being described as part of the Northwest Quarter (NW/4) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

Being more particularly described as follows:

Beginning for the same in the South line of said Northwest Quarter Section 24, and in the centerline of said Vernon-West Road (Twp. Hwy. 179 ), a distance of 692.3 feet West from the Southeast corner of said Quarter , thence North 89 degrees 30 minutes West along and with said



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South line and said centerline, a distance of 330.9 feet to a point, thence North 0 degrees, 57 minutes East a distance of 330 feet to an iron pin, thence South 89 degrees 30 minutes East a distance of 328.3

feet to an iron pin, thence South 0, degrees 30 minutes West a distance of 330 feet to the place of beginning, containing 2.5 acres be the same more or less according to survey by Justin A. Seiler, Registered Surveyor #4421 on April 16, 1968, but subject to all legal highways.

Being more particularly described in that certain Quit Claim Deed, recorded January 26, 1970, and being recorded in Book 632, Page 287, of the Recorder's Office, Richland County, Ohio.

**Tract 5:**

That certain tract or parcel of land estimated to contain 20.00 acres, more or less and being described as the East Half of the Northwest Quarter of the Northeast Quarter (E/2 of the NW/4 of the NE/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

And that certain tract or parcel of land estimated to contain 40.00 acres, more or less and being described as the Southwest Quarter of the Northeast Quarter (SW/4 of the NE/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

And that certain tract or parcel of land estimated to contain 40.00 acres, more or less and being described as the Southeast Quarter of the Northwest Quarter (SE/4 of the NW/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

**Save and except:**

That certain tract or parcel of land estimated to contain 40.00 acres, more or less and being described as the East Half of the West Half of the Northeast Quarter (E/2 of the W/2 of the NE/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

**Save and except:**

That certain tract or parcel of land estimated to contain 1.65 acres, more or less and being described as part of the Northwest Quarter (NW/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

**Being more fully described as:**

Commencing at the point of intersection of the centerline of the Hines South Road, C.H. 178, with the centerline of the Vernon West Road, T.H. 179; thence South 86 degrees 15 minutes East along and with said centerline of the Vernon West Road a distance of 813.9 feet to the principal place of beginning; Thence, North 00 degrees East a distance of 410 feet to an iron pin; thence South 86 degrees 15 minutes East a distance of 175 feet to an iron pin; thence, South 00 degrees East a distance of 410 feet to a point in the centerline of said Vernon West Road; Thence, North 86 degrees 15 minutes West along and with said centerline to the principal place of beginning.

Being more particularly described in that certain Warranty Deed, recorded June 1, 1970, and being recorded in Book 636, Page 234, of the Recorder's Office, Richland County, Ohio.





Leaving a balance herein of 58.35 acres, more or less.

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**Tract 6:**

That certain tract or parcel of land estimated to contain 0.54 acres, more or less and being described as part of the Northwest Quarter (NW/4) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

Being more particularly described:

Commencing at the Southeast corner of the Northwest quarter of Section 24; thence running North 89 deg., 30 min. West on the South line of said quarter for a distance of 692.30 feet; thence turning and running North 00 deg. 30 min. East for a distance of 228.00 feet to an iron pin and the place of beginning; thence continuing North 00 deg. 30 min. East for a distance of 102.00 feet; thence turning and running South 89 deg. 30 min. East for a distance of 230.00 feet; thence turning and running South 00 deg. 30 min. West for a distance of 102.00 feet to an iron pin; thence turning and running North 89 deg. 30 min. West for a distance of 230.00 feet to an iron pin and the true place of beginning.

Being more particularly described in that certain Warranty Deed, recorded May 14, 1979, and being recorded in Book 789, Page 487, of the Recorder's Office, Richland County, Ohio.

**Tract 7:**

Those certain tracts or parcels of land estimated to contain 121.50 acres, more or less and being described as part of the Northeast Quarter (NE/4) of Section 25, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio and that certain tract or parcel of land being described as part of the Southeast Quarter of the Southwest Quarter (SE/4 of the SW/4) of Section 24, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio and that certain tract or parcel of land being described as part of the East Half of the Northwest Quarter (E/2 of the NW/4) of Section 25, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio.

Being more particularly described as:

Being Fourteen (14) acres, off the north end of the west half, of the North East quarter, of Section 25, Township 21, of Range #20 West of the C.C.C. & St. L. Ry. Co., except four (4) acre lot, off North end of same, (known as Lot or Trace No.5). Also, the South East Quarter, of the South West quarter of section 24, Township 21, Range # 20 containing forty (40) acres, save and except, one (1) acre, sold to Sharon Township School Board, for School purposes, out of the N.W.

Corner of said 40 acres. Also, the East half of the Northwest quarter of Section 25, Township 21, Range 20 (excepting that portion lying east of the C.C.C. & St. L. Ry. Co., Track) this last piece containing Seventy Two (72) & 1/2 Acres, this deed under the three (3) Tracts, contains One Hundred and Twenty-one and one-half (121 1/2) acres of land, be the same more or less.

Being more particularly described in that certain Warranty Deed, recorded December 31, 1981, and being recorded in Book 822, Page 70, of the Recorder's Office, Richland County, Ohio



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Save and except:

Commencing at the northeast corner of the southeast quarter of the southwest quarter of Section 24; thence North 89 deg.

30 min. west along the north line of the southeast quarter of the southwest quarter of section 24 a distance of 676 feet;

thence South 0 deg. 30 min. West a distance of 20 feet to an iron pin which is the True place of beginning; thence continuing South 0 deg. 30 min. west a distance of 378.0 feet to an iron pin; thence North 89 deg. 30 min. West a distance of

169.0 feet to an iron pin; thence North 0 deg. 30 min. east a distance of 398.0 feet to a point on the north line of the southeast quarter of the southwest quarter of Section 24; thence South 89 deg. 30 min. East along said north line a distance of 74.0 feet; thence South 0 deg. 30 min. West a distance of 20.0 feet to an iron pin; thence South 89 deg. 30 min. East a distance of 95.0 feet to the true place of beginning, containing 1.50 acres of land, more or less.

Being more particularly described in that certain Warranty Deed, recorded November 6, 1984, and being recorded in Book 856, Page 77, of the Recorder's Office, Richland County, Ohio.

Save and except:

Beginning at a point located at the Northwest Corner of the Southeast One Quarter of the Southwest One Quarter of the aforementioned Section 24, said point also being the northwest corner of the lands conveyed to the Sharon Township Trustees by deed recorded in Volume 194, Page 45, of the Richland County Records of Deeds; thence; S 0' 30' W, 176.50 feet, to an iron pin and cap marked "RICHLAND COUNTY", and the true place of beginning, said point also being the southwest corner of the lands conveyed to the Sharon Township Trustees; thence; S 89' 30' E, 247.50 feet, to an iron pin and cap marked "RICHLAND COUNTY", said point also being the southeast corner of the land s conveyed to the Sharon Township Trustees; thence; S 0' 30' W, 221.95 feet, to an iron pin and cap marked "RICHLAND COUNTY "; thence; N 89° 30 ' W, 247.50 feet, to an iron pin and cap marked " RICHLAND COUNTY"; thence : N 1° 30 ' E, 221.95 feet, along the west line of the Southeast One Quarter, of the Southwest One Quarter, of Section 7, to the place of beginning. Containing 1.260 acres, being the same more or less but subject to all legal highways and easements of record as surveyed by Charles A. Hill, Registered Land Surveyor No. 4987 during August of 1989.

Being more particularly described in that certain Warranty Deed, recorded October 11, 1989, and being recorded in Book 27, Page 351, of the Recorder's Office, Richland County, Ohio.

Save and except:

Commencing at the Northeast corner of the Southwest Quarter of Section 24, thence North 89 deg. 30 min. west along the North line of said quarter section a distance of 845.0 feet to a P.K. nail set at the Northwest corner of the land conveyed to C. Gardner and C. Hartz (VOL. 856 p. 77) which is the true place of beginning; thence South 0 deg. 30 min. West along said property line a distance of 398.00 feet to a concrete block monument found; thence North 89 deg. 30 min. West a distance of 209.35 feet to an iron pin set with caps "JDMRLS6690 " ; thence North 0 deg. 30 min . East a distance of 398.00 feet to a P.K. nail set on the north line of the Southwest Quarter of section 24 and the center of State Route 61; thence South 89 deg. 30 min. east along



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said north line a distance of 209.35 feet to the true place of beginning, containing 1.913 acres of land, more or less.

Being more particularly described in that certain Survivorship Deed, recorded June 4, 1991, and being recorded in Book 102, Page 643, of the Recorder's Office, Richland County, Ohio.

Save and except:

Beginning at a point located at the north-east corner of the south-east quarter of the south-west quarter of Sec. 24, Twp. 21, Range 20; thence west forty (40) rods parallel with the south section line; thence south twenty feet (20') parallel with the west line of said section; thence east forty (40) rods parallel with the south section line; thence north twenty feet (20') parallel with the west line of said section to the place of beginning and containing 0.30 of an acre.

Being more particularly described in that certain Quit Claim Deed, and being recorded in Book 1628, Page 331, of the Recorder's Office, Richland County, Ohio.

Leaving a balance herein of 116.527 acres, more or less.

**Tract 8:**

Those certain tracts or parcels of land estimated to contain 80.00 acres, more or less and being described as the West Half of the Southeast Quarter (W/2 of the SE/4) of Section 23, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio

Being more particularly described in that certain Deed of Fiduciary, recorded March 7, 1985, and being recorded in Book 860, Page 175, of the Recorder's Office, Richland County, Ohio.

**Tract 9:**

Those certain tracts or parcels of land estimated to contain 40.00 acres, more or less and being described as the Northwest Quarter of the Northeast Quarter (NW/4 of the NE/4) of Section 26, Township 21 North, Range 20 West, Sharon Township, Richland County, Ohio

Being more particularly described in that certain Deed of Fiduciary, recorded March 7, 1985, and being recorded in Book 860, Page 175, of the Recorder's Office, Richland County, Ohio.

Save and except:

Commencing for the same at a stone found on the centerline of Settlement East Road (County Highway 170) at the southwest corner of the Northeast Quarter of Section Twenty-six (26); thence N 0 degrees 7' 45" E a distance of 1,770.43 feet along the west line of said quarter-section to a survey spike set on the centerline of Shelby-Galion Road (State Route 61) on the west line of 40 acres in the name of Mark L. and Lucy M. Rietschlin per Deed Volume 860, Page 175; thence an arc length of 141.81 feet along a curve to the left having a radius of 883.52 feet and a delta angle of 9 degrees 11' 47" (chord bearing N 64 degrees 36' 54" E a distance of 141.66 feet) to a magnail set on said centerline; thence N 60 degrees 01' 00" E a distance of 404.24 feet along said centerline to a magnail set at the real point of beginning of the parcel herein described;  
1) thence N 0 degrees 29' 00" W a distance of 610.08 feet to an iron pin set, and passing for reference an iron pin set 26.00 feet; 2) thence S 89 degrees 19' 00" E " distance of 341.28 feet to



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an iron pin set; 3) thence S 0 degrees 37' 00" E a distance of 409.55 feet to a magnail set on said centerline, and passing for reference on line an iron pin set northerly at 34.42 feet;  
4) thence S 60 degrees 01' 00" W a distance of 393.13 feet along said centerline to the real point of beginning of the parcel herein described and containing 4.00 acres, more or less.

Being more particularly described in that certain Warranty Deed, and being recorded in Book 1130, Page 677, of the Recorder's Office, Richland County, Ohio.

Leaving a balance herein of 36.00 acres, more or less.

Total aggregate of Tracts 1 through 9 are estimated to contain 422.363 acres, more or less.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 17-1148-EL-BGA**

Summary: Memorandum Memorandum Contra to the Petition to Intervene of Gary J. Biglin, Karel A. Davis, Brett A. Heffner, Alan Price, Catherine Price, Margaret Rietschlin and John Warrington electronically filed by Mr. Stephen M Howard on behalf of Black Fork Wind Energy LLC