

Dear Chairman and Members of the Committee,

My Name is Wayne Wald and I am a Lamoure County Commissioner and a Wano Township Supervisor. House Bill 1258 is nothing more than a condemnation bill. It is set to supersede any zoning regulations set forth by local government. We have these regulations in place to protect the people, land, environment, and the enjoyment of rural communities. This bill would be the beginning step of industrializing our rural communities and land. This bill would take away landowner's rights of their property that they own. SB 2208, HB1444, and HB1258 are to benefit certain projects and push them through without local government having any control. All three of these bills have common Committee Members that introduced these bills. Senator Patten, Senator Kessel, and Representative Brandenburg. Six other Committee Members also helped introduce two of these bills. Representative Patten said in the hearing of SB2208, that it doesn't pertain to wind and solar projects. According to the Jetx contract, any easement signed is controlled by the company. (Please see the attached page and read sections 12, 13, and 15.) They can sell, transfer, give away, etc. the easements. Therefore, Jetx has the easements that can eventually become in the hands of wind and solar companies and the local government has no authority anymore. HB 1258 would have the same impact on local government as SB2208, but would also have an impact on landowners property rights. Most of the testimony in favor of these bills is from companies such as ALLETE/MN Power, Otter Tail Power Company, MDU Resources Group, and Applied Digital. The honesty and transparency has been little to none on these projects, hence the reason for these outlandish bills. They know what they are doing is wrong. There has been no proof that these projects are justifiable or necessary. It will benefit outside corporations and send power to other states and North Dakota will get no benefits from it. Committee Members, you need to listen to the people that these bills will affect and stop listening to the lobbyist and state legislators that are looking only for personal gain and lining their pockets at the expense of their constituents. They should be representing the citizens and taxpayers that voted them into office and stop supporting corporate companies that have no benefit to North Dakota. Thank you to all that opposed SB 2208 and I ask you to oppose HB1258 also and leave local control in the hands of local government.

12. Assignment. Grantees may at any time, without the consent of Grantors, sell, assign, transfer, convey, grant a sub-easement, encumber, mortgage, pledge, grant a lien upon and/or security interest in, all or any part of its rights, titles and interests in this Agreement, the Option, the Easement, the Electric Line Facilities.
13. Cooperation. Grantors will cooperate with, and shall not in any way, directly or indirectly oppose Grantees' efforts to obtain any permit, approval, or other consent necessary in connection with the electric transmission line and related facilities to be constructed on the Easement. Grantors and Grantees intend to and shall cooperate with each other and take such other actions as may be reasonably necessary to carry out the purposes of this agreement and to fulfill the obligations of the respective parties hereto (at no out-of-pocket costs to Grantors), including, but not limited to, obtaining and/or executing additional documents or taking further actions that may be reasonably requested Grantees, Grantees' lenders, investors or title company and/or that may be necessary to give effect to the Option or the Easement.
14. Severability. If any provision or a portion of any provision of the Option or the Easement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected.
15. No Waiver. The failure of Grantors or Grantees to enforce any of the provisions of the Option will in no way be considered a waiver of such provision, or in any way affect the validity of the Option. The failure of Grantors or Grantees to enforce any such provision will not prejudice or prevent Grantors or Grantees from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under the Option.
16. Entire Agreement. This Option contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Option or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.
17. Administrative Agent. Grantees have appointed Otter Tail Power Company as the Administrative Agent for Grantees hereunder (the "Administrative Agent"). The Administrative Agent, pursuant to the terms and conditions of the Administrative Agent Agreement, is designated to act on behalf of Grantees for certain matters relating to this instrument. Grantors shall rely on the actions of the Administrative Agent for Grantees hereunder until Grantors are notified by the Administrative Agent or Grantees that a new Administrative Agent has been appointed.
18. North Dakota Law. This Option shall be construed and enforced in accordance with the substantive laws of the State of North Dakota, notwithstanding any choice of law principles that may direct the application of other law. Any disputes concerning this Option or the Easement shall be resolved exclusively in a state or federal court of competent jurisdiction situated in North Dakota.
19. Signatures in Counterpart. The Parties agree that this Option may be executed in two or more counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

