

SOLAR GENERATING FACILITY DEVELOPER AGREEMENT

Between the Town of Saratoga and Wood County Solar Project, LLC

- A. This Solar Generating Facility Developer Agreement (“**Agreement**”) is by and between the Town of Saratoga in Wood County, Wisconsin (the “**Town**”) and Wood County Solar Project, LLC, a Delaware Limited Liability Company (“**Developer**”), executed on October 9, 2020 (the “**Effective Date**”). The Town and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement.
- B. As used herein, the term “**Property**” or “**Site**” refers to those certain portions of specified parcels of land located in the Town and described in **Exhibit A**.
- C. As used herein, the term “**Solar Energy System**” or “**System**” has the meaning provided in § 1.03(2) of the Town’s Solar Energy System License Ordinance (Ordinance 2019-9-18) (the “**Ordinance**”).
- D. The Ordinance provides that a prospective operator of a proposed System to be located in the Town of Saratoga must obtain a license from the Town or enter into a developer agreement with the Town prior to beginning construction activities, in order to protect public health and safety, to minimize or prevent potential adverse off-site impacts from on-site and off-site operations, and to promote the general welfare of the people and communities within the Town of Saratoga.
- E. Developer and the Town agree that if the Ordinance is subsequently invalidated in whole or in part by action of a court of competent jurisdiction, this Agreement and all of the obligations of the Town and Developer herein will remain in full force and effect, other than specific portions thereof that have been superseded.
- F. Developer represents that it owns, leases, has options to purchase, or has other contractual rights over all of the land comprising the Property, and is authorized to engage in this Agreement and incur the obligations in this Agreement with respect to the Project (defined below) that Developer intends to construct and operate on the Property.
- G. Developer desires to construct and operate up to a 150 megawatt (MW) solar photovoltaic electrical generating facility and associated facilities such as underground power collection lines, access roads, an operating and maintenance facility, an electrical substation, and an overhead transmission line connection (the “**Project**”).
- H. Developer and the Town desire to enter into this Agreement to govern the rights and obligations of each with respect to the Project and intend that this Agreement supersedes specific provisions of the Ordinance as authorized under § 1.06(2) of the Ordinance.
- I. The Town has reviewed initial plans for the Project and The Town finds that the standards, requirements, levels of review, monitoring, and compliance mechanisms and measures to mitigate or compensate for potential impacts set forth in this Agreement are

consistent with the standards and the purposes of the Ordinance and that the issuance of this Approval will provide adequate protections for the public health, safety, and welfare.

- J. By execution of this Agreement, the Town provides Developer with approval to construct, operate and maintain the Project under the terms set forth herein (the "Approval").
- K. Pursuant to § 1.06(2) of the Ordinance, this Agreement supersedes specific provisions of the Ordinance only to the extent expressly provided below.
 - 1. A license for the Project is not required under Section 1.04(1). The term of this Agreement is as provided in Section M of this Agreement. The remainder of § 1.04 applies to this Agreement as if this Agreement were a license issued under that section. A transfer of Developer's rights and obligations under this Agreement pursuant to Section 1.04(4) must include financial assurance for completion of the decommissioning plan under Section 3 of this Agreement.
 - 2. The application requirements under Section 1.05(1) are superseded by this Agreement. When making the decision whether to execute this Agreement, the Town Board will adhere to the process for approval under Section 1.05(3) and (4) to the extent that process can be applied to the approval of this Agreement.
 - 3. The requirements under Section 1.06(1) are hereby determined to be completed and to the extent they have not been completed, are superseded by this Agreement.
 - 4. The minimum standards under Section 1.07 are satisfied by this Agreement and to the extent that they are not satisfied herein, are superseded by this Agreement.
 - 5. Section 1.08 of the Ordinance is superseded in part as provided in Section 24 of this Agreement.
- L. This Agreement is conditioned on Developer's initial and maintained compliance with all applicable state and federal and local laws and permit or approval requirements, including any requirements associated with a Certificate of Public Convenience and Necessity ("CPCN") issued by the Wisconsin Public Service Commission ("PSC") and any requirements in permits issued by the Wisconsin Department of Natural Resources ("DNR") for the proposed Project.
- M. The Approval granted under this Agreement shall be concurrent with the Project's CPCN, subject to the rights and remedies of the Town expressly provided in this Agreement with respect to Developer's breach of the terms of this Agreement.
- N. The terms of this Agreement were designed by mutual efforts of the Parties and are mutually agreed upon by the Parties. The rights and obligations of Developer and the Town under this Agreement shall survive termination of the Agreement.

- O. Terms used in this Agreement shall first be interpreted based on any definition contained in this Agreement. Terms not defined in this Agreement shall be interpreted using their common meaning as appropriate for the context in which they are used.

Agreement

Therefore, Developer and the Town agree to the following terms and conditions in consideration of the mutual promises, covenants, obligations, and agreements contained herein.

1. **Background Information.** Prior to commencement of construction or operation of the Project, Developer shall submit a detailed site plan and map; information about the owner of any lands upon which any part of the Project will be located; the name, address, phone number, and email address of the operator; and an operation plan detailing the construction, operations, and decommissioning phases over the life of the Project, including estimated timelines for each. The Parties understand and recognize that approval of the Project is under the jurisdiction of the PSC and that the Project must seek concurrence and approval from the PSC for substantive site design changes. If at any time during the operation of the Project, Developer proposes modifications to the Project in a manner that requires additional permitting review from the PSC or the DNR, Developer shall provide the Town any updated site plans or other material Project details.

2. **Highway Maintenance and Use Agreement.** Prior to commencement of construction or operation of the System, Developer and the Town shall enter into a Highway Maintenance and Use Agreement, substantially in the form attached hereto as Exhibit B (the "Road Agreement").

3. **Decommissioning Plan.** Prior to commencement of construction or operation of the Project, Developer will provide the Town with a detailed decommissioning plan, which shall include, within two (2) years after the beginning of commercial operation of the Project, an obligation for Developer to provide a commercially reasonable financial assurance, which may be in the form of a surety bond (issued by an insurance company), letter of credit (issued by a financial institution), escrow fund, parent guaranty, or other reasonable means of security reasonably acceptable to Developer and the Town, in an amount to be determined by an independent engineer, to the extent the reasonably estimated costs to complete the decommissioning exceed the reasonably estimated salvage value of the Project improvements. Costs of this determination are to be paid by Developer. Developer and the Town shall agree on the choice of an independent engineer to perform this analysis. The independent engineer shall be retained by and professionally obligated to serve both the Developer and the Town. The Town shall not unreasonably withhold acceptance of an engineer suggested by the Developer. The need for and amount of the financial assurance shall be reviewed by the independent engineer, and if applicable, updated approximately every 5 years. With respect to the Town's ability to realize salvage value of the Project improvements, Developer shall provide evidence of casualty insurance covering the full replacement value thereof after completion of construction. Upon the occurrence of a casualty event materially damaging or destroying the Project improvements, Developer shall, at Developer's sole election, either (i) apply casualty insurance proceeds received by Developer to repair or replace the damaged or destroyed Project

improvements, or (ii) increase the amount of decommissioning financial assurance to cover the decreased salvage value attributable to damage or destruction to Project improvements caused by such casualty event.

The decommissioning plan shall require at least the following to be completed within 12 months after permanent cessation of operation of the Project (for purposes of this Agreement, "permanent cessation of operation" shall mean that the entire Project has ceased operations for a consecutive period of twelve (12) months for reasons other than a force majeure event, and the Project shall be deemed to be operating for purposes of this Section 3 if the Project is under active construction activities, including without limitation, construction activities in connection with a Project-wide replacement or upgrade of the Solar Energy System):

- a) Removal of all above-ground Project components, including proper dismantling thereof.
- b) Restoration of the property to a reasonably similar condition as prior to construction, including efforts to (i) de-compact any substantially compacted soil, and (ii) reseed disturbed areas of the Site to control soil erosion.

4. **Post-Project Use of Property.** Prior to commencement of construction or operation of the System, Developer shall record with the Register of Deeds for Wood County a covenant applicable to the Site (excepting any portion of the Site constituting the transmission line route) that prohibits: 1) agricultural business uses of the Site that generate or store material amounts of animal waste on site, 2) the housing of livestock on the Site for agricultural business purposes, and 3) the land-spreading of animal or human waste on the Site. Such covenant shall run with the land in perpetuity and shall list the Town as the beneficiary of the rights and obligations of the Developer and subsequent owners of the Site under said covenant.; provided, however, the foregoing covenants (i) shall not be deemed to prohibit or prevent Developer from establishing animal grazing practices to accomplish weed control measures during the operation of the Project, including housing such grazing animals on the Site; and (ii) may be waived or released, in whole or in part, at any time by the Town, in its discretion.

5. **Public Impacts Studies.** Developer has completed and the Town acknowledges receipt of and satisfaction with the following studies:

- a) Phase I Environmental Site Assessment
- b) Karner Blue Butterfly Survey
- c) Wetland Delineation
- d) Geotechnical Investigations
- e) Cultural Resource Surveys
- f) Floodplain Study
- g) Road / Traffic Analysis
- h) Visual Simulations
- i) Erosion Control Plan
- j) EMF Study
- k) Noise Study
- l) Glare/Glint Study

6. **Groundwater Monitoring Plan.** Developer will perform or cause to be performed groundwater monitoring per the groundwater monitoring plan prepared for the Project, attached hereto as **Exhibit C**. As proposed, groundwater monitoring will begin prior to construction and continue at a minimum through year 5 of operations. If groundwater monitoring yields elevated levels of contaminants, above applicable regulatory standards, then Developer agrees to investigate the source of contamination and continue groundwater monitoring as necessary and to the extent such contamination is reasonably believed to have occurred due to the construction or operation of the Project. Developer will coordinate groundwater monitoring with the Town; and the Town, at its expense, shall maintain the existing groundwater monitoring wells included in the groundwater monitoring plan. The Town shall be permitted access to keys or combinations to any locking well plugs to enable the Town to perform its own monitoring, at the Town's expense, but subject to a representative of Developer having prior notice of, and opportunity to be present during, any such access and monitoring performed by the Town.

7. **Battery Storage.** Developer is not currently proposing battery storage as part the Project. However, if battery storage becomes a component of the Project in the future, then Developer will provide secondary containment for any battery storage technology that requires containment per applicable codes and standards including National Fire Protection Association 855, in an effort to prevent a potential release to the environment. If Developer decides to add battery storage, current codes and standards will be reviewed and battery storage details will be provided to the Town for review prior to construction.

8. **Petroleum Based Solvents.** Due to the high groundwater table in the area, Developer will not use any petroleum-based solvents to clean solar panels or other components of the solar array within the Project.

9. **Revenue Guarantee.** Under Wisconsin law applicable on the Effective Date of this Agreement, the State of Wisconsin is required to make utility aid payments to the Town if a solar generating system like the Project is located in the Town. If applicable laws should change during the life of the Project reducing the amount of these state payments, Developer shall compensate the Town in an amount to equal the amount of annual utility aid payments required under laws applicable on the effective date of this Agreement less any annual property taxes paid by the Developer to the Town for the Site and less any other annual payments to the Town that are adopted to replace the utility aid payments. Such payments shall be made annually by the Developer to the Town no later than January 31 of the year following the year for which payment is made.

10. **Third Party Evaluation/Verification of Project Safety.** Within 30 days after a request by the Town for reimbursement of costs associated with an evaluation of project safety conducted by a third party retained by the Town, along with a copy of detailed invoices supporting such review, Developer shall reimburse the Town for such out-of-pocket third party costs actually paid by the Town to such third party, in an amount not to exceed \$5,000. For purposes of this section, an "evaluation of project safety" may include an evaluation of the Project' potential impacts on public health, safety, and welfare, and the reporting of the

evaluation findings to the Town. The Town will provide a copy of such findings to the Developer, for the Developer's good faith consideration of any recommendations contained therein.

11. **Fencing.** Developer shall use non-barb smooth wire mesh fencing around the perimeter of the solar array, constructed with wood posts. The height of the perimeter fencing shall be the minimum allowable under state and federal law and applicable building and electric codes.

12. **Buffer from Project Fence to Existing Residences.** Developer shall not remove any existing, live trees that are within 50 feet of the Project property line boundary (excepting any portion of the Project constituting the transmission line route). If existing trees that are within such 50-foot strip in a particular area die or are destroyed during the life of the Project as part of a pervasive event (i.e., fire, flood, tornado, etc.) that destroys a material number or grouping of such trees such that the overall impact is to materially diminish the viewshed buffer effect achieved by the existing trees, the Developer agrees to work with the Town in good faith to establish a plan to replant trees in such areas at the Developer's expense. In addition to and without limiting the Developer's obligation to maintain the aforementioned 50-foot strip, Developer, at Developer's expense, shall also work with any owner of any residence existing as of the Effective Date of this Agreement that is within 500 feet of the Project perimeter fence, to design a plan to retain the existing vegetative buffer and review and discuss other cost-effective supplemental view shed buffering options, if necessary.

13. **Construction Operations.** Construction activities that include significant noise generating activities will generally occur between the hours of 7:00 a.m. and 7:00 p.m., unless dusk occurs later. While not anticipated, in the event construction needs to occur outside of these hours or after dusk, residences within ¼ mile of where such activities are actually occurring within the Site will be notified. Developer shall not deploy significant noise generating mechanisms to protect the solar array from damage during hailstorms, such as the use of so called "cranberry cannons" or similar devices.

14. **Lighting.** Lighting on the Site, during both construction and operations phases, shall be limited to the minimal lighting necessary for safety and security, and the Developer shall take all reasonable measures through light shrouding and other methods to reasonably mitigate light leaving the Property at night.

15. **Visitor Area and Tours.** The Developer will fund and construct a pull-off area with a platform viewing area and/or a kiosk in the amount of up to Ten Thousand Dollars (\$10,000.00). The Project will allow limited public parking spaces to be located in the pull-off area. Additionally, once the Project is commercially operating, the Project will collaborate with the community to arrange occasional tours of the facility, subject to reasonable notice and safety and security measures.

16. **Vegetation.** Prior to commencement of construction or operation of the Project, Developer shall prepare and provide the Town with a copy of a vegetation management plan for the Project. The vegetation management plan shall outline plans for site vegetation management

during construction and operations. After construction, the site shall be seeded with a low-growth grass seed mix under the solar panels. A pollinator seed mix shall be planted in select open areas outside of the array and inside the perimeter fence. Noxious weed and invasive species shall be managed through mowing and targeted applications of commercially available herbicides. After site vegetation is established, the Project shall not use broad applications of herbicides. No burning is allowed for disposal of cleared vegetation or trees, including tree stumps.

17. **Stormwater.** Developer will prepare and comply with an Erosion Control and Stormwater Management Plan (ESCWMP) in accordance with the Wisconsin General Permit to discharge under the Wisconsin Pollutant Discharge Elimination System (WPDES) regulations established by the Clean Water Act and guided by the State of Wisconsin Department of Natural Resources.

18. **Water Wells.** During construction, Developer intends to use water trucks in connection with dust control and road construction. During operations, in the event adequate rainfall does not occur, Developer may use water trucks to wash solar panels, but such use is not anticipated to occur frequently. Developer will not install more than 2 water wells on the Site that have a well capacity of greater than 50 gal/min each, and in no event will Developer install any single water well on the Site that has a well capacity of greater than 100 gal/min.

19. **Emergency Response Plan.** Prior to commencement of construction or operation of the Project, Developer shall prepare and provide to the Town a copy of a site-specific Emergency Response Plan (ERP). A copy of the ERP shall be kept on Site during construction and operation of the Project.

20. **Site Maintenance.** Developer shall at all times maintain the Site in good condition and repair.

21. **Local Employment and Training.** Developer shall work with the local community to provide notice of employment opportunities and training programs.

22. **Cooperation.** Developer and the Town agree to communicate and cooperate in good faith concerning the safe construction, operation, and decommissioning of the Project.

23. **Public Safety and Emergency Medical Services.** Construction and operation of a solar photovoltaic electrical generating facility does not create any unique or especially dangerous environments or situations for emergency responders. Developer will require that all contractors on the Site during construction meet all state and federal laws for employee and public safety. Developer intends to request meetings with area emergency response agencies to provide project and facility familiarization and establish communication protocols. Developer will work with the Town to establish communication protocol and arrange for any necessary site-specific training for area emergency response personnel.

24. **Indemnification.** Developer agrees to defend, pay on behalf of, and hold harmless the Town and their supervisors, trustees, administrators, employees, and representatives

(collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Town and for physical injury to any person, to the extent the same is proximately caused as a result of any activities or operations of Developer, its agents and employees, and arising out of the performance or non-performance of its duties pursuant to this Agreement or the construction, maintenance, or operation of the Project, except to the extent caused by the negligence or intentional misconduct of the Town or any other Indemnified Parties. Furthermore, Developer agrees to defend, pay on behalf of, and hold harmless the Town from any third party claims proximately caused as a result of any activities or operations of Developer, its agents and employees, and arising out of the performance or non-performance of its duties pursuant to this Agreement or the construction, maintenance, or operation of the Project, except to the extent that such claims are caused by the negligence or intentional misconduct of the Town or any other Indemnified Parties. This Indemnification obligation shall survive the termination of this Agreement. Nothing in this Section extends any statutes of limitation applicable to any claims that may be brought against the Town or the Developer.

25. **Insurance.** Developer shall at all times during construction and operation of the project carry Commercial General Liability Insurance with a minimum liability of \$5,000,000 per occurrence, and in the general aggregate (limits may be satisfied with a combination of General Liability and Umbrella/Excess policies) Automobile Liability insurance with a minimum liability limit of \$1,000,000 per accident, and the developer shall carry a workers compensation policy, with Employer's Liability limits no less than \$500,000, or, if the Developer is qualified self-insured in the State of Wisconsin, shall maintain not less than \$5,000,000 Umbrella/Excess insurance on an occurrence basis over its self-insured retention that may change from time to time. Such Umbrella/Excess insurance shall include automobile liability. The commercial general liability, automobile liability and umbrella/excess liability policies shall provide the Town of Saratoga with additional insured status on a primary and non-contributory basis (Umbrella/excess is non-contributory only) with a waiver of subrogation in favor of the Town of Saratoga. The workers' compensation/employer's liability policy shall include a waiver of subrogation in favor of the Town of Saratoga. All policies of insurance shall provide no less than 30 days written notice to the Town of Saratoga of the intent to cancel or non-renew except for ten days for non-payment of premium.. Certificates of insurance will be provided to the Town on or before each policy renewal date.

26. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.

27. **Ordinance Superseded.** Section 1.08 of the Ordinance is hereby superseded as and to the extent provided below:

(i) Subsection 1.08(1) remains in effect; provided, however, any such inspections shall be conducted in accordance with operational and safety protocols established by the Project owner and operator;

(ii) Subsections 1.08(2)(a) and 1.08(2)(b) are hereby deemed satisfied, waived and superseded by this Agreement;

(iii) Subsection 1.08(2)(c) is satisfied, waived, and superseded by this Agreement except with respect to intentional and material false statements;

(iv) Subsections 1.08(4)(a), 1.08(4)(e), and 1.08(5) remain in effect only with respect to Sections 2, 3, 4, 6, 7, and 23 of this Agreement (but only after prior written notice from Town to Developer and ninety (90) days to cure) and all of such subsections are superseded with respect to all other Sections of this Agreement;

(v) Subsection 1.08(6) remains in effect; provided however, any fines or penalties thereunder shall not exceed \$150 per day and shall not commence unless and until written notice of such violation from the Town to Developer and thirty (30) days to cure;

28. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Developer:

Wood County Solar Project, LLC
422 Admiral Boulevard
Kansas City, MO 64106
Attn: Scott Zeimetz

If to the Town:

Town of Saratoga
1120 State Hwy 73 South
Wisconsin Rapids WI 54494
Attn: Town Clerk

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (*e.g.* Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via email transmission to the email addresses provided, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Solar Generating Facility Developer Agreement.

TOWN OF SARATOGA

By: Terry Rickaby
Terry Rickaby, Chairperson

WOOD COUNTY SOLAR PROJECT, LLC

By: Emily Truebner
Name: Emily Truebner
Title: Authorized person

By: Scott Zeimet
Name: Scott Zeimet
Title: Authorized person

Attest:

Heidi Kawleski
Heidi Kawleski, Town Clerk

Date: 10/7/2020

Heidi Kawleski only attested to Chairman Terry Rickaby's signature

Exhibit A – the Property

Legal Description

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF WOOD, STATE OF WISCONSIN:

EIGHT HUNDRED FIFTY (850) ACRES, MORE OR LESS, CONTAINED WITHIN THE PROPERTY BOUNDARY AS DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Township Twenty-one (21) North, Range Six (6) East:

Section Nineteen (19):

The entire Northeast Quarter (NE ¼) EXCEPT the North 33 feet of the East 33 feet of the NE ¼ NE ¼, the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), the Fractional Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), the West Fractional half of the Southwest Quarter (SW ¼), the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), and the entire Southeast Quarter (SE ¼).

Section Twenty (20):

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼)

Section Thirty (30):

West Fractional ½ NW ¼
NE ¼ NW ¼
NW¼ NE¼
SE¼ NW¼
SW¼ NE¼
West Fractional ½ SW ¼
NE¼ SW¼
SE¼ SW¼

AND

EIGHT HUNDRED (800) ACRES, MORE OR LESS, CONTAINED WITHIN THE PROPERTY BOUNDARY AS DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Township Twenty-one (21) North, Range Five (5) East:

Section Twenty-Four (24):

The entire Northeast Quarter (NE ¼), and the entire Southeast Quarter (SE ¼).

Section Twenty-Five (25):

The entire Northeast Quarter (NE ¼), the entire Northwest Quarter (NW ¼), the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), and the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼).

Exhibit B - Highway Use Agreement

Pursuant to the Solar Generating Facility Developer Agreement between the Town of Saratoga (the "**Town**") and Wood County Solar Project, LLC, executed on [DATE] (the "**Agreement**") and Wis. Stat. §. 349.16(1)(c), the parties agree to the following. Terms capitalized in this document but not herein defined shall be interpreted as provided in the Agreement.

1. Use of Town highways by Wood County Solar Project, LLC, and its successors, assigns, contractors, agents and representatives (collectively, "**Developer**") using vehicles with a gross vehicle weight rating of no more than 48,000 pounds is not restricted by this Agreement except as applicable to other highway users. No use of Town highways by Developer using vehicles with a gross vehicle weight rating in excess of 48,000 pounds ("**Heavy Vehicles**") is allowed except as specifically provided in this Agreement or if not specifically provided herein, by special permission provided by the Town in writing.

2. Developer may use the Town highway segments depicted in the map attached hereto as Schedule A for Heavy Vehicle traffic as part of the construction, operation, maintenance and repair of the Project (the "**Permitted Town Highway Segments**").

3. The Town imposes no weight or size limits and waives any applicable vehicle weight or size license or permit requirement related to transportation activities by Heavy Vehicles on the Permitted Town Highway Segments during the construction phase of the Project.

4. Following issuance of a permit to proceed with construction being issued by the PSC, Developer will engage a professional engineer to prepare an "Initial Condition" report on all Town roads designated as "Permitted Town Highway Segments." The same engineering firm will be engaged to prepare a post-construction road condition report on "Permitted Town Highway Segments."

During the ongoing construction of the Project, the Town shall be responsible for continued routine maintenance of the Permitted Town Highway Segments; provided, however, Developer, at its expense, shall reimburse the Town for the cost to repair any significant damage to Permitted Town Highway Segments within thirty (30) days after receipt of a detailed invoice itemizing the cost of such repairs. Within thirty (30) days after substantial completion of construction of the Project, Developer, at its expense, shall have prepared and provide to Town, a Post Construction Road Condition Report. The Post Construction Roads Report will be the basis for preparation of the Final Roads and Drainage Restoration Plan ("**Final Repairs Plan**"). The Final Repairs Plan will be provided to the Parties. To the extent required under the Final Repairs Plan, Developer will reimburse the Town for the cost to repair any damage to Permitted Town Highway Segments or drainage systems, to as good or better than the condition they were in prior to construction, as documented in the Initial Evaluation. If no objections to the Final Repairs Plan are stated by the Parties within 30 days of receipt, the Final Repairs Plan will be deemed approved and the Town may commence work, subject to reimbursement by Developer within thirty (30) days after receipt of a detailed invoice itemizing the cost of such repairs. The Parties shall rely upon the Initial Evaluation as a baseline for purposes of determining the type and restoration standard of repair required.

Prior to commencement of construction of the Project, to guarantee compliance with the terms of this Agreement during construction and until completion of the repairs contemplated under the Final Repairs Plan, Developer shall furnish security initially in the form of a bond, letter of credit, parent guaranty, or escrow. The bond shall remain in an amount equal to \$50,000.00, subject to allowable draws by the Town; provided, however, such financial assurance shall be released and no longer required upon completion of the repairs contemplated in the Final Repairs Plan to the reasonable satisfaction of the Town.

5. Throughout the life of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public; provided, however, after the completion of the repairs contemplated in the Final Repairs Plan to the reasonable satisfaction of the Town the Developer shall be responsible only for the cost of repairs for significant damages to Town roads to the extent proximately caused by Developer. The Town shall expedite review and, if appropriate, issue any permits or other approvals requested by the Developer in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment in the Town highway rights-of-way.

6. If the Permitted Town Highway Segments are temporarily unusable to Developer, including because of maintenance being conducted on these segments, the Town will authorize use of alternate Town highway segments as necessary for Developer to conduct its operations pursuant to a subsequent agreement between the Town and Developer regarding maintenance costs and other relevant factors associated with the use of the alternate Town highway segments.

7. Developer will make reasonable efforts to keep the Permitted Town Highway Segments clear of mud and debris resulting from Project activities.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Highway Use Agreement.

TOWN OF SARATOGA

By: Terry Rickaby
Terry Rickaby, Chairperson

WOOD COUNTY SOLAR PROJECT, LLC

By: Emily Truebner
Name: Emily Truebner
Title: Authorized person

By: Scott Zeimetz
Name: Scott Zeimetz
Title: Authorized person

Attest:

Heidi Kawleski
Heidi Kawleski, Town Clerk

Date: 10/7/2020

Schedule A to Exhibit B

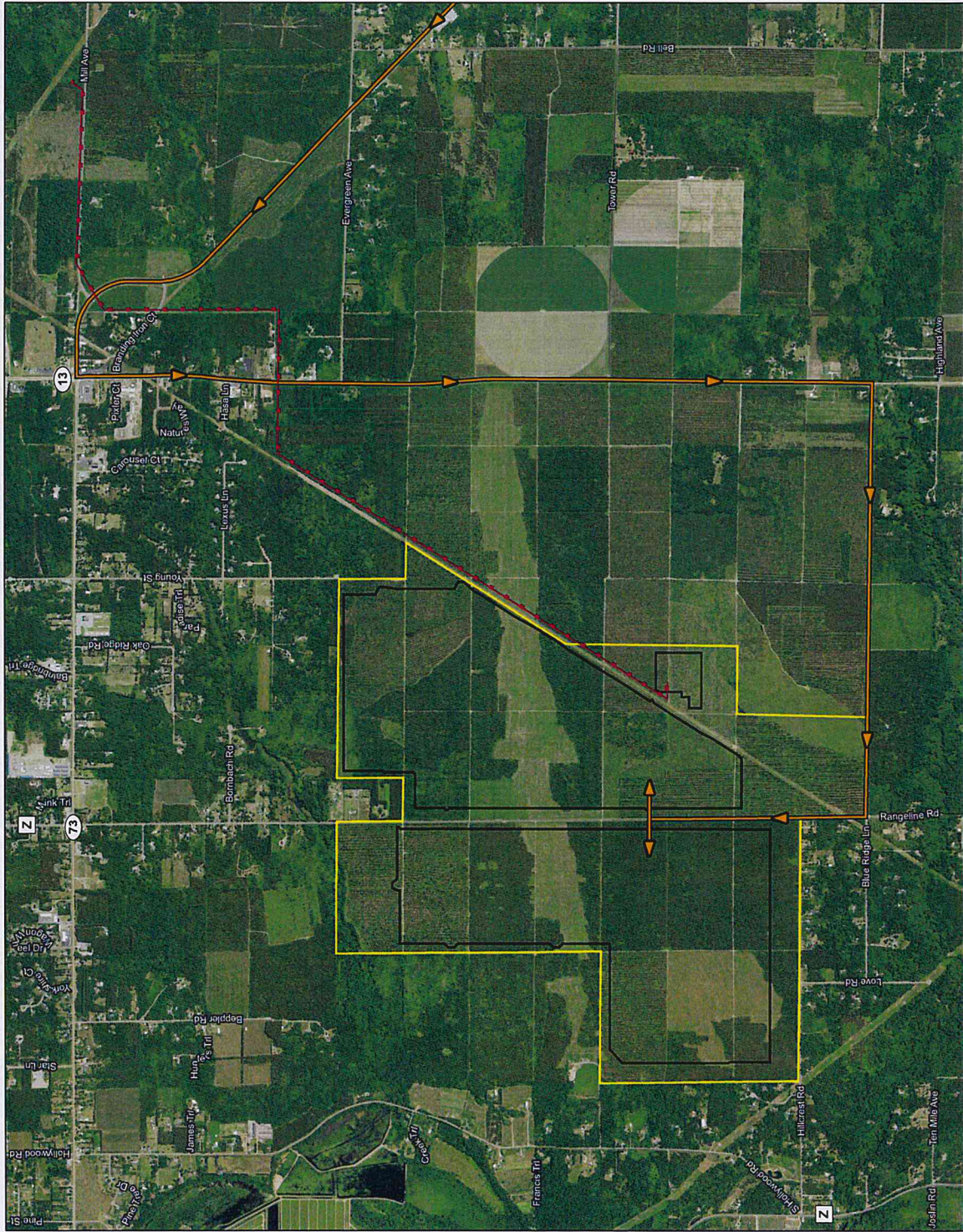


Figure No. **Exhibit B**
Proposed Haul Route

Client/Project
 Wood County Solar Project, LLC
 Wood County Solar Project

Project Location
 T. of Barrage,
 Wood County, WI

192700930
 Prepared by CA on 2020-02-11
 Technical Review by JH on 2020-02-14
 Independent Review by JH on 2020-02-14



1:24,000 (A original document size of 11x17)
 0 1,000 2,000 Feet

- Legend**
- Proposed Haul Route
 - Project Boundary
 - Transmission Line Route Option 1
 - Primary Facility Area Fence Line



- Notes**
1. Coordinate System: NAD 1983 NAD83 Wisconsin 12M
 2. Data Source: Wood County GIS, LLC, WISDOT, WDRP
 3. Orthophotography: 2017 NAIP



Exhibit C – Groundwater Monitoring Plan



847.574.7228 • www.augustmack.com
2700 Patriot Boulevard, Suite 250 • Glenview, Illinois 60026

September 2, 2020

Ms. Emily Truebner
Wood County Solar Project, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

Re: *Revised Groundwater Monitoring Plan*
Wood County Solar Project
State Highway 13 & Evergreen Avenue
Wood County, Wisconsin

Dear Ms. Truebner:

August Mack Environmental, Inc. (August Mack) has prepared this scope of work to conduct groundwater monitoring at the proposed Wood County Solar Project (Project). In accordance with the request of the Town of Saratoga, the Site will require ongoing groundwater monitoring to determine whether the proposed construction and operation of the Project adversely impacts the groundwater conditions. The scope of work for the proposed activities are provided below.

SCOPE OF WORK

According to a review of the *2018 Golden Sands Dairy Monitoring Report*, prepared by Collier Consulting and dated March 1, 2019, the existing groundwater monitoring network includes ten (10) wells depicted on **Figure 1: Site Plan**. Five (5) of the existing wells are proposed for sampling by August Mack during each monitoring event, as follows:

- Three (3) adjacent to the Site monitoring wells (MW-D2, MW-D3, MW-U4);
- One (1) up-gradient monitoring well (MW-U3); and,
- One (1) down-gradient monitoring well (MW-D4).

The groundwater monitoring activities will be completed over approximately seven (7) years in accordance with the following tasks:

Task 1: Pre-Construction Groundwater Sampling and Reporting

EXPERTISE. INNOVATION. COMMITMENT.



- August Mack will conduct one (1) groundwater sampling and reporting event prior to the start of construction at the Site, with a preference of a Fall or Spring sampling event.
- Prior to sample collection, depth-to-water measurements will be taken from each well for the purpose of creating a potentiometric surface map to determine groundwater flow direction at the Site.
- One (1) groundwater sample will be collected from each monitoring well via U.S. Environmental Protection Agency (U.S. EPA) low-flow sampling protocols
- The groundwater samples and all necessary QA/QC samples (i.e. duplicate, equipment blank, and trip blank), will be transported on ice under chain-of-custody for laboratory analysis of
 - Herbicides using U.S. EPA Method 8151;
 - Volatile Organic Compounds (VOCs) using U.S. EPA Method 8160;
 - Semi-volatile Organic Compounds (SVOCs) using U.S. EPA Method 8270; and
 - Resource Conservation and Recovery Act (RCRA) 8 Metals (Arsenic, Barium, Cadmium, Chromium (total), Lead, Mercury, Selenium, and Silver) using U.S. EPA Methods 6010B/7470-7471
- The investigation derived waste (IDW) consisting of purge and decontamination water will be drummed for disposal and stored on-Site. The IDW will be properly disposed of by a third-party waste-hauler on an as-needed basis, at least once per year. All IDW disposal assumes non-hazardous disposal and that the owner/client signs as the generator.
- August Mack will replace the current monitoring well plugs with locking well plugs in an effort to secure the wells between sampling events.
- Following the sampling event and receipt of analytical data, a groundwater monitoring report will be prepared. The report will include a summary of sampling activities, appropriate figures and data tables, and copies of the laboratory reports.

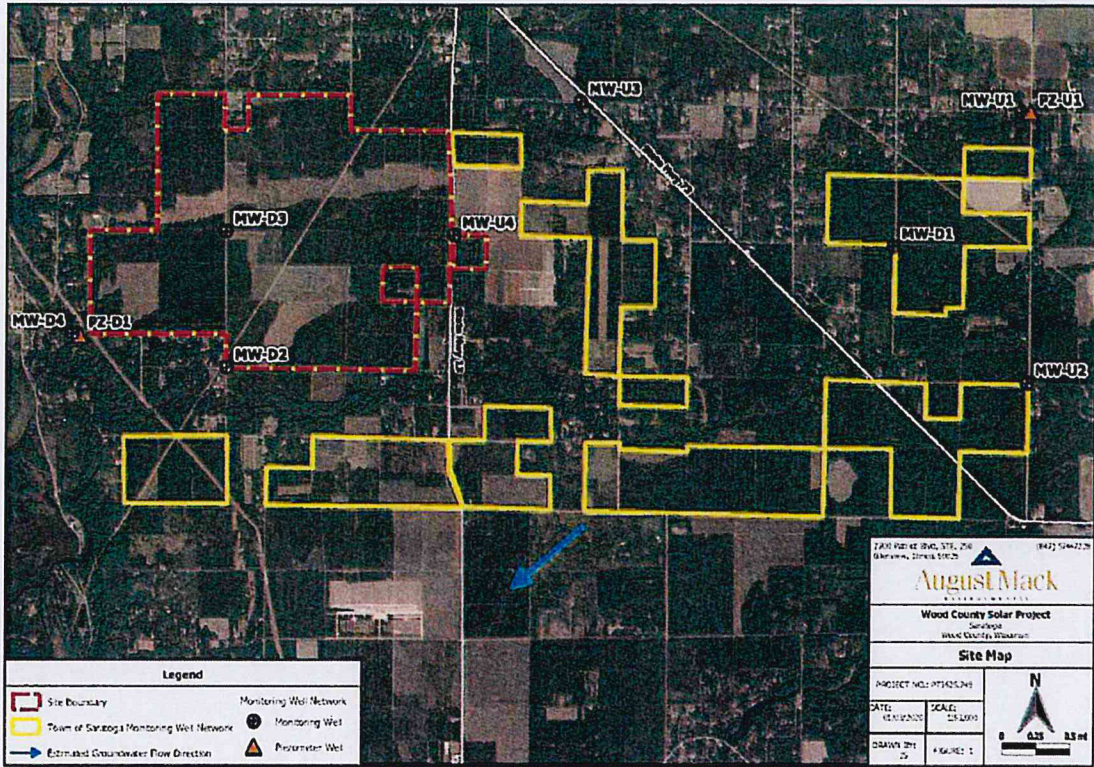
Task 3: Construction Groundwater Sampling & Monitoring

- August Mack will conduct one (1) groundwater sampling and reporting event during construction activities at the Site.
- Prior to sample collection, depth-to-water measurements will be taken from each well for the purpose of creating a potentiometric surface map to determine groundwater flow direction at the Site.
- Groundwater sampling, laboratory analysis, and IDW collection will be conducted in the same manner as discussed above.
- Following the sampling event and receipt of analytical data, a groundwater monitoring report will be prepared. The report will include a summary of sampling activities, appropriate figures and data tables, and copies of the laboratory reports.

Task 4: Operations Groundwater Sampling & Monitoring

- August Mack will conduct annual groundwater sampling and reporting events for five (5) years following construction of the Site. Therefore, five (5) sampling events will occur.
- Prior to sample collection, depth-to-water measurements will be taken from each well for the purpose of creating a potentiometric surface map to determine groundwater flow direction at the Site.
- Groundwater sampling and IDW collection will be conducted in the same manner as discussed above.
- Samples will be submitted for laboratory analysis of herbicides only during the first four (4) post-construction/operations groundwater sampling and reporting events, and for herbicides, VOCs, SVOCs, and RCRA 8 Metals during the final (fifth) sampling event.
- Following each sampling event and receipt of analytical data, a groundwater monitoring report will be prepared. Each report will include a summary of sampling activities, appropriate figures and data tables, and copies of the laboratory reports.

FIGURE




Certificate Of Completion

Envelope Id: C4A6A3CF1FC44FCBA589C04C032A865D	Status: Completed
Subject: Please DocuSign: 20201007_Wood_Town_Dev_Agreement.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Barbra Martin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	125 W55th Street
	Level 16
	New York, NY 10019
	bmartin@savionenergy.com
	IP Address: 65.128.9.170


Record Tracking

Status: Original	Holder: Barbra Martin	Location: DocuSign
10/9/2020 08:17 PM	bmartin@savionenergy.com	

Signer Events

Signer Events	Signature	Timestamp
Emily Truebner etruebner@savionenergy.com Authorized person Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 136.34.241.146	Sent: 10/9/2020 08:21 PM Viewed: 10/9/2020 08:25 PM Signed: 10/9/2020 08:28 PM

Electronic Record and Signature Disclosure:
Accepted: 7/2/2020 | 01:55 PM
ID: b892b7ee-3142-44f7-92b1-e8ce6db12513

Scott Zeimetz szeimetz@savionenergy.com Authorized person Savion Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 99.184.64.120	Sent: 10/9/2020 08:21 PM Viewed: 10/10/2020 01:55 PM Signed: 10/11/2020 10:46 AM
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Electronic Record and Signature Disclosure:
Accepted: 3/11/2020 | 08:47 AM
ID: 112d605b-c17e-4077-a8b2-0814bbfedfcb

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/9/2020 08:21 PM
Certified Delivered	Security Checked	10/10/2020 01:55 PM
Signing Complete	Security Checked	10/11/2020 10:46 AM
Completed	Security Checked	10/11/2020 10:46 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Macquarie Capital IEG Americas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Macquarie Capital IEG Americas:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: florence.chan@macquarie.com

To advise Macquarie Capital IEG Americas of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at florence.chan@macquarie.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Macquarie Capital IEG Americas

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to florence.chan@macquarie.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Macquarie Capital IEG Americas

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to florence.chan@macquarie.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Macquarie Capital IEG Americas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Macquarie Capital IEG Americas during the course of your relationship with Macquarie Capital IEG Americas.

AGREEMENT

This Agreement (“**Agreement**”) is by and between the Town of Saratoga in Wood County, Wisconsin (the “**Town**”) and Wood County Solar Project, LLC, a Delaware Limited Liability Company (or any subsequent owner of the Project) (“**Developer**”), executed on May 11, 2021 (the “**Effective Date**”). The Town and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement.

- A. Developer and Town have entered into that certain Solar Generating Facility Developer Agreement, dated October 9, 2020 (the “**Developer Agreement**”).
- B. Developer desires to construct and operate on the Property (as defined in the Developer Agreement) up to a 150 megawatt (MW) solar photovoltaic electrical generating facility and associated facilities such as underground power collection lines, access roads, an operating and maintenance facility, an electrical substation, and an overhead transmission line connection (the “**Project**”).
- C. On or about the date hereof, the Town has granted a private access easement pursuant to that certain Access Easement Agreement by and between the Town and Daniel J. and Dawn Marie Spaulding (the “**Private Easement**”).

Agreement

Therefore, Developer and the Town agree to the following terms and conditions in consideration of the mutual promises, covenants, obligations, and agreements contained herein.

1. **Developer Installation of Fencing, Gate, Signage and Cameras.** During the construction of the Project, Developer shall install non-barb smooth wire mesh fencing consistent with perimeter Project fencing along the northern side of Tower Road as generally depicted in the diagram attached hereto as Exhibit A. This fence shall have a minimum height of 6 feet. The fence will include a gate near the existing landfill’s entry location, of a size and location reasonably acceptable to the Town, and a smaller walk-through gate at another location designated by the Town and of a size reasonably acceptable to the Town. Additionally, during construction of the Project, Developer shall (i) install two (2) signs along such section of Tower Road in a location and content reasonably acceptable to the Town to deter dumping of trash, and (ii) install and maintain two (2) security cameras in locations reasonably acceptable to the Town, and will make video from such cameras available through a means and for a duration mutually acceptable to Developer and the Town.

2. **Removal of Existing Town Gate on Tower Road.** Within thirty (30) days after Developer has completed its obligations set forth in Section 1 above, the Town shall remove the Town’s existing gate located on Tower Road as of the date of this Agreement, and shall not relocate or replace such gate on Tower Road or the Private Easement so long as the Developer has complied with its obligations under Section 1 above, and has not removed such fencing, signage, and cameras.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

TOWN OF SARATOGA

By: *Terry Rickaby*
Terry Rickaby, Chairperson

WOOD COUNTY SOLAR PROJECT, LLC

DocuSigned by:
By: *Aaron Lipscomb*
Name: Aaron Lipscomb
Title: Authorized Person

DocuSigned by:
By: *Scott Zeimetz*
Name: Scott Zeimetz
Title: Authorized person

Attest:

Heidi Kawleski
Heidi Kawleski, Town Clerk

Date: 5/11/21

Exhibit A

Fencing Location



Exhibit A-1
Town of Saratoga

Property

Cate

Fence

US Feet
0 100 200 300 400



Scale 1:2,500

Coordinate System:

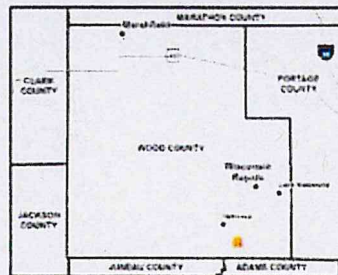
NAD 1983 StatePlane Wisconsin 12 North FIPS 1000 Feet

The following individuals and organizations provided data that supports data in this exhibit:

- Landmark, Inc.
- Environmental Systems Research Group, Inc. (ESRI)
- U.S. Department of Agriculture, NRCS
- U.S. Fish and Wildlife Service, FWS
- U.S. Geological Survey, USGS
- White Top Cooperative
- Wisconsin Air National Guard



Wood County, Wisconsin



Site Location

AMENDMENT TO SOLAR GENERATING FACILITY DEVELOPER AGREEMENT

This Amendment is made this 5th day of August 2021, by and between the Town of Saratoga in Wood County, Wisconsin (the "Town") and Wisconsin Power and Light Company (WPL), a corporation of the State of Wisconsin (which acquired and dissolved Wood County Solar LLC) with offices at 4902 North Biltmore Lane, Madison, Wisconsin 53718, Town and WPL, the parties to a Solar Generating Facility Developer Agreement dated the 9th day of October, 2020.

The parties have reached an understanding regarding the Agreement, and by this Amendment reduce the understanding to binding form.

WHEREAS, Wisconsin Power and Light Company that on June 28, 2021 the equity interests in Wood County Solar, LLC were transferred by sale to Wisconsin Power and Light Company and that after that transfer Wood County Solar, LLC was dissolved by Wisconsin Power and Light Company effective on June 29, 2021 and all of Wood County Solar, LLC's assets, including its rights, title, and interest in the project were distributed and transferred to Wisconsin Power and Light Company;

WHEREAS, WPL has identified the need for a high capacity well for efficient operation of the solar facility during construction and has received approval for a 350 gallon/minute well from the Wisconsin Department of Natural Resources; and

WHEREAS, the well would be used for controlling dust and erosion, site preparation, non-potable water for usage in site trailers and facilities and street sweeping of Town roads as necessary during the construction period.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in the Agreement, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. Paragraph 18 of the Agreement shall be deleted in its entirety and replaced with the following language:

During construction, Developer intends to use water from a high capacity well located on the Site for the purposes of dust and erosion control, site preparation, non-potable water for site facilities and street sweeping of Town roads as necessary. Developer will obtain all necessary permits to install, operate, maintain and close such well. Within 60 days of commercial operation of the solar facility, Developer shall close such well in compliance with federal, state, local laws and this Agreement. After commencement of commercial operation of the facility, Developer will not install more than 2 water wells on the Site that have a well capacity of greater than 50 gal/min each, and in no event will Developer install any single water well on the Site that has a well capacity of greater than 100 gal/min.

Except as amended herein, the Agreement, including any prior amendments, shall remain unchanged.

TOWN OF SARATOGA, WISCONSIN

By: Terry Bickelby
Title: Chairman

WISCONSIN POWER AND LIGHT COMPANY

By: Larry Rasmussen
Title: DIRECTOR OPERATIONAL RESOURCES