This Local Operating Contract (LOC) by and among Badger Hollow Solar Farm LLC ("Project Owner"), an affiliate of Invenergy LLC, and Iowa County and Eden, Linden and Mifflin Townships of Iowa County, Wisconsin (collectively, the "Local Governments"). Collectively, Project Owner and the Local Governments are referred to as The Parties.

RECITALS:

A. Project Owner desires to develop, construct and operate an up to 300 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connection in the Towns of Eden, Linden and Mifflin in Iowa County, Wisconsin (the "Project").

B. The Parties agree that it is in the best interest of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.

C. The Parties agree that the Project is under the jurisdiction of the Public Service Commission of Wisconsin ("PSCW").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this LOC hereby stipulate and agree as follows:

1. **Planning.** The Parties understand and recognize that approval of the Project is under the jurisdiction of the PSCW and that the Project must seek concurrence and approval from the PSCW for substantive site design changes. The following exhibits are attached to this LOC:

    a. Proposed Site Plan: Exhibit A is the proposed plan for aboveground facilities of the Project.
    b. Proposed Haul Route: Exhibit B is a map depicting proposed Project equipment Haul Routes.
    c. Construction Schedule: Exhibit C is the proposed Project schedule.

    Updated exhibits shall be provided after issuance of a Certificate Public Convenience and Necessity ("CPCN") by the PSCW.

    At least 60 days prior to the start of construction, Project Owner shall meet (the "pre-construction meeting") with County and Town officials responsible for roads and drainage and local emergency responders to present final plans for use of public roads, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and coordinate local emergency response capabilities. Project Owner shall advise attendees of planned equipment and material delivery types and schedules. The Parties shall identify safety concerns and

structural issues of any road or structure and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.

At any time during the operation of the Project, if Project Owner proposes modifications to the Project that require a new permitting review from the PSCW, or upon extension of the Project beyond the current private lease and easement terms, Project Owner shall meet with the applicable Local Governments affected by such modifications or extension of the initial private lease and easement terms and negotiate in good faith any applicable changes to this LOC that are requested by the Local Governments due to such facility changes or extension of private lease and easement terms.

2. **Initial Evaluation.** At the pre-construction meeting, the parties shall decide upon a scope of work for evaluating the condition of road and structures and drainage infrastructure immediately prior to construction, which evaluation shall be at Project Owner's expense. The Project Owner shall provide a complete copy of the evaluation ("Initial Evaluation") to the Local Governments prior to starting construction. Project Owner shall consider whether each segment of road that is to be used is likely to withstand the proposed construction traffic and propose reasonable upgrades if applicable in order to maintain safe driving conditions for the public.

3. **Use of Roads.** The Parties agree that the Project Owner and its successors, assigns, contractors, agents and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project. The Project Owner agrees to minimize the use of Town roads when practicable. The Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (the "Facilities"), that Project facilities may cross road rights-of-way and/or drainage systems. The Project Owner agrees that it shall seek and obtain all permits typically required of others, such as driveway permits and rights-of-way crossing permits. It is agreed that all road rights-of-way crossing shall be by underground borings perpendicular to the right-of-way, plus or minus 30 degrees. All underground borings shall commence and terminate outside of the right-of-way.

4. **Ownership.** Project Owner shall have the right to sell, assign, or lease all or portions of the Project or its Facilities to other parties and, in that event, such other parties shall, with Project Owner or, in the event of total assignment or transfer, in lieu of Project Owner, have the right, in the manner and to the same extent above, to operate the Facilities in, along, under, and across the same road rights-of-way and drainage systems. Project Owner, its successors or assigns, shall, at all times and at its sole expense, maintain the Facilities in good condition and repair. In the case of any such sale, assignment or lease of all or any portion of the Project or the Facilities, Project Owner shall ~~have the right to~~ assign its rights and obligations under this LOC and may do so without obtaining the prior consent of the Local Governments.

5. **Road Repair Obligations.** Following issuance of a permit to proceed with construction being issued by the PSCW, Project Owner will engage a professional engineer to prepare an "Initial Condition" report on all roads designated as "Haul Roads" in Exhibit B attached hereto. The same engineering firm will be engaged to prepare a post-construction road condition report on

project "Haul Roads." These reports will serve as the basis for future discussions and decisions among the parties about needed post Project construction repairs. Project Owner shall issue a Request for Proposals for road maintenance and restoration services during construction to a list of contractors which shall include, without limitation, local contractors familiar with conditions in the Project area. Throughout the construction of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public.

During the ongoing construction of the Project, Project Owner, at its expense, shall repair any significant damage to Haul Roads due to any cause connected with the Project. In the event a hazardous road condition exists that presents a safety hazard to the public use of the road and is not promptly repaired by Project Owner within three (3) days after receipt of notice of the hazardous condition, the applicable road authority may make emergency road repairs, or order emergency road repairs to be performed by qualified contractors, and Project Owner will promptly reimburse the road authority for reasonable emergency road repairs.

At or near the end of Project construction, Project Owner, at its expense, shall have prepared and provide to the Local Governments, 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. The Project Owner will cause repair of any damage to Haul Roads or drainage systems due to any cause connected with the Project, 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, Project Owner, at its expense, may commence work to the items set forth in the Final Repairs Plan. The Parties shall rely upon the Initial Evaluation for purposes of determining the type of repair required. Weather permitting, the final road repairs obligations shall be completed to the reasonable satisfaction of the Local Governments within 120 days of no frost condition, after the completion of construction of the Project or as mutually agreed upon by the Parties. Road repairs as set forth in the Final Repairs Plan shall include restoration of original condition of ditches, slopes, embankments or fills within the right-of-way unless special circumstances dictate otherwise, and specific approval has been requested by Project Owner and granted by the Local Governments. All materials and construction methods shall comply with the standards established by AASHTO for "utilities within highway right-of-way." All warning and work zone signs shall comply with the "Uniform Manual for Traffic Control Devices." Temporary road closures shall only be allowed after specific request by Badger Hollow and approval by road owner. Within 60 days of satisfactory completion of all work specified in the Final Repair Plan the County and each of the Towns shall provide Project Owner with a letter stating acceptance of satisfaction with work performed.

6. **Disputes.** Should a dispute arise between the Parties on whether the Final Repairs Plan adequately and completely describes repairs needed, the Parties agree that a final determination shall be made by an independent civil engineer licensed in Wisconsin and selected by mutual agreement (the "Independent Engineer"). If the Parties cannot agree on an Independent Engineer, they shall each select an independent engineer and the two independent

engineers shall select a third independent engineer within thirty days, and this selected third independent engineer shall be the Independent Engineer for settling such disputes. Compensation for the Independent Engineer shall be shared by the Parties.

7. **Cooperation.** Project Owner and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.

8. **Drainage Infrastructure.** If drainage infrastructure or systems are damaged by any cause connected with the Project, Project Owner shall restore the drainage infrastructure or system to pre-existing condition or better. Pre-existing condition shall mean the flow capacity existing immediately prior to the Project commencing construction. Project Owner is responsible for all expenses related to repairs, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged as a direct result of the Project.

9. **Replacement of Lost Property Tax Revenue.** Properties hosting qualifying utility generating facilities under Chapter 76 and approved by the Public Service Commission of Wisconsin are removed from the local property tax roll. The Local Governments will receive Utility Aid payments through the state Shared Revenue program. However, other local taxing bodies, such as school districts and fire departments are not provided alternative payments to compensate for lost property tax revenue. In the case of the Project, the following public institutions are currently receiving property tax revenue from land planned for inclusion in the Project:

    a. Iowa Grant School District
    b. Southwest Technical College
    c. Cobb Eden Fire Department
    d. Eden Ambulance

    Project Owner will establish a program (the "Lost Revenue Program") to reimburse the listed taxing bodies for lost revenue following completion of the Project, when the specific, qualitied utility properties are identified. The Lost Revenue Program will calculate the amount of lost revenue based on local tax rates for similar land and provide payment, including any future changes resulting from referendum. Payment amount for each taxing authority will be increased annually by Two Percent (2%).

10. **Revenue Hold Harmless.** The Parties agree that the shared revenue payments payable to the Towns and the County under current state law may be revised or revoked by future Legislatures. In the event that the shared revenue payments payable to the Towns and the County are eliminated by the Legislature, the Project Owner will reimburse the Towns at the rate of $1,666.66 per installed megawatt and the County at the rate of $2,333.33 per installed megawatt but only to the extent the amount promised is recoverable by the Project Owner through approval by the Public Service Commission of Wisconsin of rates under Wis. Stat 196.20. The Project Owner's obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments, to the extent that the new payment system provides payments equal or greater than the payments

produced under the Utility Aid Shared Revenue formula. In such case of suspension of payments, the Project Owner's payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

11. **Public Safety and Emergency Medical Services.** Construction of a solar photovoltaic electrical generating facility does not create any unique or especially dangerous environments or situations for local emergency responders. Project Owner will require that all contractors on the site during construction meet all state, federal and industry best practice standards for employee and public safety. Project Owner intends to request meetings with site area Emergency Response agencies to provide project and facility familiarization and establish communication channels. Should any aspect of the Project construction or operations present unfamiliar equipment or situations for responders, Project Owner will arrange for adequate professional training to deal with those concerns.

12. **First Responder Communication Systems**. Project Owner agrees to cooperate with Iowa County Emergency Management to investigate complaints of radio system operations or quality problems in or near the Facilities. If the Facilities are shown to cause interference with normal operations of emergency service radio systems, Project Owner will cooperate with Iowa County Emergency Management to select a qualified contractor to identify specific interference remedies. Iowa County Emergency Management and Project Owner will cooperatively select a qualified contractor acceptable to both parties to perform necessary interference remedial work. Project Owner will be responsible for all reasonable costs associated with complaint investigation and correction by outside parties.

13. **Indemnification.** Project Owner agrees to defend, indemnify, and hold harmless the Local Governments 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 Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Project Owner, its agents and employees, for the performance or non-performance of its duties pursuant to this LOC except to the extent caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Project Owner agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this LOC, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this LOC.

14. **Insurance.** Project Owner 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 Automobile Liability insurance with a minimum liability limit of $1,000,000 per occurrence. Or, if the Project Owner is a qualified self-insured in the State of Wisconsin, shall maintain not less than $5,000,000 of claims-first-made excess general liability insurance on an occurrence basis over its self-insured retention that may change from time to time. Such excess

insurance shall include automobile liability. Certificates of insurance will be provided to the Local Governments upon request.

17. **Security.** To guarantee compliance with the terms of this LOC, payment of costs incurred by the County or the Towns in accordance with this LOC, or the remediation of any damage caused by Project Owner's failure to comply with the terms of this LOC, Project Owner shall furnish security initially in the form of a bond. The bond shall remain in an amount equal to $150,000, subject to allowable draws by the County or Towns.

    After issuance of the Certificate of Completion, the security shall be reduced to an amount equal to $50,000 in the form of a bond or other form of security determined by mutual agreement or shall remain as a bond if the Parties cannot agree, to complete any outstanding obligation of Project Owner under this LOC. The security shall remain in place throughout the term of this LOC to ensure compliance with Developer's warranty obligations.

18. **Compliance with Laws.** Project Owner shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to Project Owner's activities associated with the Project and shall obtain all permits, licenses, and orders required to conduct any and all such activities.

19. **Visual Considerations.** The Facilities and properties shall not be used for any type of advertising. The Project may erect and maintain a single project identification sign. The Project shall be minimally lighted so as not to disturb neighboring properties. Necessary lighting to provide safety and security of facilities shall be allowed. Project Owner will provide the Local Governments with a description of permanent Project lighting plans when available. Project Owner shall contact every owner of residential property immediately adjacent to solar arrays and discuss in good faith a reasonable, strategically-located visual buffer of plants that, upon mutual agreement, shall be installed at Project Owner's expense prior to the completion of construction of the Project.

20. **Decommissioning.** When operations of the Project cease, Project Owner shall, at its expense, remove all facilities to a depth of 4 feet and restore the land to a condition reasonably similar to pre-existing conditions. The Project's Access Roads can remain in place, subject to written approval by the landowner. The details of such a removal and restoration program shall be subject to the terms and conditions of the individual solar lease and easement agreements with landowners and the CPCN from the PSCW. Upon Project Owner's completion of the decommissioning obligations set forth in this paragraph 20, this LOC shall automatically terminate and be of no further force and effect.

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

22. **Setbacks.** Project Owner agrees to install the solar arrays with a minimum setback of (i) fifty (50) feet from the edge of the right of way for public roads, (ii) fifty (50) feet from the property

boundary lines of non-participating landowners, and (iii) one hundred (100) feet from any non-participating landowner dwelling unit.

23. **Soil Types.** Project Owner shall implement commercially reasonable efforts to ensure that at least 10% of solar structures are constructed on land that is not considered either Class 1 or Class 2 soils pursuant to the NRCS Soil Survey database (SSURGO).

24. **Phasing**. The Parties acknowledge that the construction of the Project may take place through one or more phases at Project Owner's election. In the event Project Owner elects to construct the Project in phases, the obligations of Project Owner hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Project Owner.

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

If to Project Owner:
Badger Hollow Solar Farm LLC
c/o INVENERGY LLC
Attn: Dan Litchfield
One South Wacker Drive, Suite 1900
Chicago, IL 60606
dlitchfield@invenergyllc.com
773-318-1289

If to Iowa County:
County Administrator
222 N. Iowa Street
Dodgeville, WI 53533
608.935.0318

If to Town of Eden:
Clerk, Town of Eden
302 Division Street
Cobb, WI 53526

If to Town of Mifflin:
Clerk, Town of Mifflin
1000 Lower Mifflin Road
Rewey, WI 53580

If to Town of Linden:
Clerk, Town of Linden
PO Box446
Linden, WI 53553

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 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.

FOR IOWA COUNTY:

NAME: John M Meyer

TITLE: Chair

Date: 12/27/2018

FOR TOWN of ~~EDEN~~ LINDEN:

NAME: Dean Luhdicott

TITLE: Chair

DATE: 1-9-2019

FOR TOWN of ~~LINDEN~~ EDEN:

NAME: Gary Olson

TITLE: Chair

DATE: 2-4-19

FOR TOWN of MIFFLIN:

NAME: Darrin Stanton

TITLE: Chair

DATE: 1-21-19

FOR BADGER HOLLOW SOLAR FARM LLC:

NAME: _____

TITLE: _____

DATE: _____

FOR TOWN of MIFFLIN:

NAME: _____

TITLE: _____

DATE: _____

FOR BADGER HOLLOW SOLAR FARM LLC:

NAME: _____

TITLE: Vice President

DATE: 12/19/18

APPROVED
By MSB at 1:59 pm, Dec 19, 2018

40750776