

## TRANSMISSION FACILITIES AGREEMENT

THIS TRANSMISSION FACILITIES AGREEMENT (this “**Agreement**”) is made, dated and effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **City of Whitewater, a municipal corporation**, (together with their successors, assigns and heirs, “**Owner**”), and **Whitewater Solar, LLC**, a Delaware limited liability company whose principal business address is 320 N. Sangamon St. #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, “**Company**”), and in connection herewith, Owner and Company agree, covenant and contract as set forth in this Agreement. Owner and Company are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”.

### RECITALS

A. Owner owns certain real property located in Jefferson County, State of Wisconsin, described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Premises**”).

B. Company desires to obtain certain easements and rights over a portion of the Premises, and Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

#### 1. Grant of Easements.

(a) Simultaneous with the execution of this Agreement, Owner shall execute the Deed of Easement attached hereto as **Exhibit C** (the “**Deed of Easement**”), granting certain easement rights (the “**Easements**”) to Company over a portion of the Premises (such portion being more particularly defined in the Deed of Easement and **Exhibit B** and referred to herein as the “**Easement Area**”). Owner hereby consents to the recordation of the Deed of Easement on or after the Effective Date.

(b) Title to Transmission Facilities. Company shall at all times retain title to any facilities installed by it or its authorized agents (such facilities being more particularly defined in the Deed of Easement and referred to herein as the “**Transmission Facilities**”) within the Easement Area and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Agreement, however, shall be construed as requiring Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted herein or under the Deed of Easement. Owner acknowledges that the Transmission Facilities installed by Company may consist of “high-voltage transmission lines” as defined under Wis. Stat. § 196.491(1)(f), and in accordance with Wis. Stat. § 182.017 and Wis. Admin. Code PSC § 113.0509, **Exhibit E** attached hereto and by this reference made a part hereof sets forth Owner’s rights relative to this Agreement as well as Owner’s express waiver of certain rights under this Agreement. Prior to installation of any high-voltage transmission lines, Owner and Company shall enter into an amendment of this Agreement specifying the length and width of the Easement Area, and the number, type and maximum height of all structures to be erected in connection with such transmission lines, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed (collectively, the “**Transmission Line Specifications**”).

## 2. Term.

(a) Term. The term of this Agreement (the “**Term**”) shall be a period of forty-seven (47) years running from the Effective Date. During the Term, the Company shall have the right to (A) perform any and all due diligence necessary to determine the feasibility of the Easement Area for the construction and operation of the Transmission Facilities, (B) construct the Transmission Facilities, (C) operate and maintain the Transmission Facilities, and (D) use the Easement Area for the purposes set forth in the Deed of Easement, all as more particularly described in the Deed of Easement. If the Company (a) commences vertical construction in the Easement Area or (b) provides written notice to Owner of the Construction Commencement Date, such date shall be deemed the “**Construction Commencement Date**”. The date vertical construction in the Easement Area is substantially completed, as determined by Company by the Company in its sole discretion, shall be deemed the “**Construction Completion Date**”. If the Construction Commencement Date has not occurred within seven (7) years of the Effective Date, this Agreement and the Deed of Easement shall terminate and be of no further force or effect. In the event of such termination, Company shall execute and record a notice of termination evidencing such termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(b) Company Termination. Notwithstanding anything to the contrary set forth in this Agreement, Company shall have the right at any time to terminate this Agreement (and the Deed of Easement) and all of the rights, duties and obligations of the Parties under this Agreement (and the Deed of Easement), effective upon thirty (30) days’ prior written notice given by Company to Owner. In the event of such termination in accordance with this paragraph, Owner shall execute and record a notice of termination evidencing such termination in the Records Office.

(c) Removal Upon Termination. Upon termination of this Agreement for any reason, Company shall remove all of Company’s Transmission Facilities from the Easement Area, and where removed from the ground to a depth of no less than the greater of (i) twenty-four (24) inches below the surface of the land, or (ii) the depth required by applicable law. Company shall have the continuing right to enter and access the Easement Area following termination of this Agreement and the Deed of Easement for purposes described in this paragraph; provided, however, that Company shall complete such removal within twelve (12) months of the date of termination of this Agreement.

## 3. Payments.

(a) Payments. In consideration of the rights granted in this Agreement, Company shall pay to Owner those amounts set forth in the Payment Addendum attached hereto as **Exhibit D** and incorporated herein. The Parties agree that **Exhibit D** shall not be recorded. Company shall have no obligation to make any payment to Owner otherwise required under this Agreement until Company has received from Owner a completed Internal Revenue Service Form W-9. If Company (A) damages or destroys any of Owner’s crops or timber on cultivated land on the Premises outside of the Easement Area, then Company shall reimburse Owner the fair market value for the year in which the crop damage occurred, as established by Multi-Peril Insurance historic yields for the ten (10) previous years; or (B) damages or destroys any of Owner’s pasture land outside of the Easement Area, then Company will reseed the affected areas with grasses and/or natural vegetation in accordance with the reasonable and customary standards in the area for restoring and reseeding pasture land.

(b) Payment Allocations

Company shall make all payments due under this Agreement to Owner as provided below:

City of Whitewater, a municipal corporation,  
312 W Whitewater St.  
Whitewater, WI 53190  
% of each payment: 100%

For the avoidance of doubt, Company's failure to make payments pursuant to this subsection shall not constitute an Event of Default, so long as payment is made to Owner at the address provided in subsection 11(c). Owner acknowledges and agrees that payment of all sums due under this Agreement pursuant to this subsection 3(b) shall satisfy all requirements for the payment of those amounts set forth in **Exhibit D** and other sums required to be made by Company under this Agreement.]

4. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Company the rights granted in this Agreement. Company shall have the right to quietly and peaceably hold, possess and enjoy the Easements for the Term of this Agreement, without hindrance, and Owner shall defend Company's right of use and occupancy to the same against the claims of all persons. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) No Interference. Owner shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Owner Related Parties**") to: (i) interfere with, Company's use of the Easement Area for the purposes described in this Agreement, or Company's rights under this Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Company for the transmission of electric power; (v) otherwise interfere with Company's intended use of the Easements. Without limiting the foregoing, Owner shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot.

(c) Cooperation. Owner shall assist and fully cooperate with Company (including signing in Owner's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Company and permitted in this Agreement, all at no out of pocket expense to Owner. Owner shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Company's use of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Agreement, Owner shall, in all respects, fully cooperate with Company in any such proceeding. Owner agrees that Company may provide the Deed of Easement in lieu of any affidavit of Owner or other form of Owner's consent (whether oral or written) that may be requested or required in connection with Company's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Company's discretion for the Transmission Facilities.

(d) Liens. Except as disclosed in the Records Office, or as disclosed in writing by Owner to Company prior to the Effective Date, Owner's fee simple title to the Premises is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, mineral, oil or gas rights, rights of first refusal, options to purchase, contracts, solar development rights, claims and disputes (collectively, "**Liens**"). Company shall be entitled to obtain, and Owner shall fully cooperate with and assist Company in obtaining, a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien that might interfere with Company's rights under this Agreement, at no out of pocket expense to Owner.

(e) Taxes and Assessments. Owner shall pay all taxes, assessments, and other governmental charges that during the Term of this Agreement shall be levied, assessed or imposed upon, or arise in connection with, the Premises; provided, however, any taxes that are assessed against the Transmission Facilities or Easements shall be paid by Company to the appropriate taxing authority prior to delinquency, or Company shall promptly reimburse Owner if such portion is paid by Owner.

(f) Hazardous Materials. To the best of Owner's knowledge, there are no hazardous or toxic materials (as defined in any applicable federal, state, or local laws or regulations) located on the Easement Area in any amount which would require reporting under applicable environmental laws, and the Easement Area has not been used for the generation, treatment, storage, or disposal of hazardous materials and there are no underground storage tanks located on the Easement Area.

5. Company's Representations, Warranties and Covenants. Company hereby represents, warrants and covenants as follows:

(a) Company's Authority. Company has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Company is authorized to do so. When executed by Company, this Agreement constitutes a valid and binding agreement enforceable against Company in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, Company shall employ commercially reasonable efforts and methods to restore the portion(s) of the Premises disturbed by Company and not required for continuing operation of the Transmission Facilities to a condition reasonably similar to its condition as of the Effective Date, subject to Company's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other commercially reasonable steps to prevent soil erosion.

(c) Company shall make commercially reasonable efforts comply with the following terms and conditions:

(i) Trash. Trash shall never be buried on the Premises but shall be removed from the Premises. Old fence posts and wire removed or replaced by Company shall be disposed of off the Premises.

(ii) Erosion Control. Company shall make efforts to avoid creating conditions causing or contributing to material erosion on the Premises and shall take prudent measures in the design, construction, maintenance and use of the Transmission Facilities so as to avoid material erosion. If Company's erosion control methods prove unsuccessful, Company shall institute further and additional actions.

(iii) Weeds. Company shall avoid killing any vegetation not necessary to control for

electrical transmission safety. Company may use chemicals to control weeds.

(iv) Use of Water. Company shall have the right to use water from the Premises in connection with the Project.

(v) No Pollution. Company shall, at all times, use its reasonable efforts to perform its work in such a manner as to (i) not pollute the underground water located on the Premises and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water with any materials harmful to the environment.

(vi) Employee Conduct. Company shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (a) safe speed limits on the Premises, never to exceed 30 mph on county maintained roads or 20 mph on ranch roads, (b) prohibitions against hunting, (c) prohibitions against the possession or discharge of firearms of any kind, (d) prohibitions against any other use of the Premises for recreational purposes, and (e) prohibitions against the consumption of alcohol or drugs on the Premises.

(vii) Soil Disturbance. Prior to construction of the Transmission Facilities or disturbance of soil on the Easement Area, Company shall separate the topsoil for reclamation of disturbed areas after construction is concluded. After the conclusion of construction, Company shall re-spread the reclaimed topsoil and reseed and replant the Easement Area with native grasses using a seed mixture approved by Owner.

## 6. Default; Remedies.

(a) Default. If a Party (the “**Defaulting Party**”) fails to perform an obligation under this Agreement (an “**Event of Default**”) such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a “**Monetary Default**”) the Defaulting Party pays the past due amount within forty-five (45) days after receiving written notice of the Event of Default (a “**Notice of Default**”) from the other Party (the “**Non-Defaulting Party**”), and (b) in the case of an Event of Default other than a Monetary Default (a “**Non-Monetary Default**”), the Event of Default is cured within ninety (90) days after receiving the Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than ninety (90) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within ninety (90) days and thereafter pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled to at its option and without further notice, but subject to the limitations set forth in the last sentence of this paragraph, to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any default or breach of this Agreement, or any failure to perform any obligations under this Agreement, terminate, or entitle any Party to terminate, this Agreement or any Easements or right granted hereunder. Without limiting the foregoing, no Party may terminate this Agreement, except as expressly described in Section 2(b) of this Agreement.

(b) Owner's Loss During Construction and Maintenance. Notwithstanding the foregoing, to the extent that Owner is temporarily prevented from using any portion of the Premises (not including the Easement Area) during the initial construction of the Transmission Facilities and/or subsequent maintenance of the Transmission Facilities, the same shall not be deemed an Event of Default hereunder, and Owner's sole recourse shall be to pursue reimbursement from Company to Owner for (i) actual loss of income from farming and livestock grazing activities on such impacted portion of the Premises (not including the Easement Area) ("**Loss of Income**"); and/or (ii) the actual loss incurred by Owner as a result of damage caused by Company to any crops located on such impacted portion of the Premises (not including the Easement Area) (the "**Crop Damages**"). In order to receive Loss of Income or Crop Damages, Owner must give written notice to Company within thirty (30) days of suffering such loss (the "**Notice of Loss**"). The Notice of Loss shall include an accounting and explanation of the actual, verifiable loss suffered by Owner. If Company has no reasonable objection to the loss claimed by Owner in the Notice of Loss, then Company shall pay Owner within sixty (60) days after receipt of the Notice of Loss. Owner's Notice of Loss shall include any Loss of Income or Crop Damages that any tenant or lessee of Owner may have incurred as a result of Company's initial construction of the Transmission Facilities and/or subsequent maintenance of such facilities on any portion of the Premises (not including the Easement Area) ("**Tenant Claims**"). Owner shall be solely responsible for payment of such Tenant Claims from the amount received from Company pursuant to the Notice of Loss, and Owner agrees to indemnify and hold Company harmless from such Tenant Claims.

7. Assignment; Lender Protections. Company shall have the right, on an exclusive or non-exclusive basis, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of this Agreement, the Deed of Easement and/or any of the Transmission Facilities: encumber, hypothecate, pledge, or otherwise finance this Agreement, the Deed of Easement and/or any of the Transmission Facilities in favor of the holder of any security interest in this Agreement, the Deed of Easement and/or any of the Transmission Facilities (each a "**Lender**"); grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses, leases, or similar rights (however denominated) to one or more persons or entities (each an "**Assignee**"); permit one or more Assignee(s) to attach wires, cables or conduits to the Transmission Facilities and hang or lay wire, cables and conduits within the Easement Area; or sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more Assignees or Secured Parties any or all right or interest of Company in all or any portion of this Agreement, the Easement, the Easement Area, and the Transmission Facilities. Upon Company's assignment of its entire interest under this Agreement as to all or any portion of the Easements, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Company's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Company under and pursuant to this Agreement and the Deed of Easement, and Company shall be relieved of all of its obligations relating to the assigned interests under this Agreement and the Deed of Easement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. Owner shall notify Company in writing of any sale, assignment or transfer of any of Owner's interest in the Premises, or any part thereof. Until Company receives such notice, Company shall have no duty to any successor Owner. No Owner consent shall be required for any change in ownership of either Company and any such change in ownership shall not constitute an assignment for purposes of this Agreement.

If Company has provided notice to Owner of a Lender, then:

(a) Owner and Company will not modify, cancel, or terminate this Agreement without the prior written consent of the Lender;

(b) upon any default by Company under this Agreement, Owner shall concurrently deliver a copy of the applicable notice of default to Company and the Lender;

(c) the Lender shall have the right, but not the obligation:

(i) to do any act or thing required to be performed by Company under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement as if done by Company, and

(ii) to cure any default under this Agreement; and

(d) prior to exercising any right under this Agreement resulting from a default by Company, Owner shall give any Lender the same time period as Company after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Lender shall have an additional time period of forty-five (45) days to complete such cure.

A Lender shall have the right to exercise power of sale or other remedy afforded in law or equity or by the security documents as to Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities, and Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities may be transferred, conveyed, or assigned to any purchaser, including a Lender, at any such sale. Lender will not be or become liable to Owner as an assignee of Company's interest in this Agreement or otherwise unless it assumes such liability in writing. At the request of Company or the Lender, Owner shall execute and deliver an acknowledgement, in a form agreeable to Lender and Company, that Company has encumbered, hypothecated, pledged, or otherwise financed this all or any portion of Company's right, title, or interest in this Agreement, the Deed of Easement, or the Transmission Facilities to the Lender and that Lender is entitled to all of the rights, benefits, and protections as a Lender under this Agreement.

8. Insurance. Company shall, at its expense, obtain and maintain throughout the duration of the Term, (i) a broad form comprehensive coverage policy of commercial liability insurance insuring Company and Owner against loss or liability caused by Company's activities on the Easement Area under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) prior to the Construction Commencement Date, and Five Million Dollars (\$5,000,000) after the Construction Commencement Date, of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible; and (ii) commercial auto liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000).

9. Indemnity. Owner and Company, on behalf of itself and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (the "**Indemnifying Party**"), shall indemnify, defend and hold harmless the other party and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the "**Indemnified Party**") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**"), including arising from (i) physical damage to property (including the personal property of the Indemnified Party) or physical injury to or death of any person, in each case to the extent caused by the negligence or misconduct of the Indemnifying Party, (ii) any violation by the Indemnifying Party of any law, or (iii) any material default by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party, under this Agreement. An Indemnifying Party shall have no obligation to indemnify or defend any Indemnified Party with respect to any Claims that result or arise from an Indemnified Party's acts or omissions, negligence or willful misconduct. The reference to property damage in this Paragraph 9 above does not include the following loss of: (a) timber and/or crops; (b) rent; (c) business opportunities; (d) profits and the like that may result from Company's exercising its rights granted pursuant to this Agreement, and any such losses will be compensated solely through the provisions of Paragraph 3 and Paragraph 6. The foregoing indemnity shall not extend to (i) property damage or personal injuries attributable to risks of known and unknown dangers

associated with electrical generating facilities, such as electromagnetic fields or (ii) Company's lawful enforcement of its rights under this Agreement.

10. Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE TRANSMISSION FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE ALL OWNER RELATED PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID BEING IN CLOSE PROXIMITY TO THE TRANSMISSION FACILITIES, AND OWNER IS AWARE THERE MAY BE RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL PERSONAL INJURY CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST COMPANY ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT COMPANY ENGAGES IN RECKLESSNESS OR WILLFUL MISCONDUCT ON THE EASEMENT AREA.**

11. Miscellaneous.

(a) Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, for the sole benefit of Company, all information pertaining to the financial terms of or payments under this Agreement. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Company. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Premises, Owner's financial or other planning, or as may be necessary to enforce this Agreement.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Company and, to the extent provided in any assignment or other transfer under Paragraph 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises. References to Company in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Easements or this Agreement and actually are exercising rights under the Easements or this Agreement to the extent consistent with such interest.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Owner provided under Section 7). If to Company, a copy shall also be sent (which shall not constitute notice) to any and all Lenders, to Company's counsel at the address below, and any other party designated by Company in writing.



If to Owner:

City of Whitewater, a municipal corporation,  
312 W Whitewater St.  
Whitewater, WI 53190

If to Company:

Whitewater Solar, LLC  
320 N Sangamon St #1025  
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.  
Troutman Pepper  
1001 Haxall Point  
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidence by written acceptance of delivery by the recipient) or on the day delivery is refused. Owner and Company and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed tendered three (3) days after a check for the same, addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

(d) Entire Agreement; Amendments. This Agreement and the Deed of Easement, together, constitute the entire agreement between Owner and Company respecting the Premises and the Easements. Any agreement, understanding or representation respecting the Premises, the Easements, or any other matter referenced in this Agreement not expressly set forth in this Agreement, the Deed of Easement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall cooperate with Company in amending this Agreement from time to time to include any provision that may be reasonably requested by Company for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or a Lender.

(e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Premises is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in any county in which any portion of the Premises is located. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(f) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(g) Estoppel Certificates. Within ten (10) days after written request by Company or its Lender, Owner shall execute and deliver to Company and/or its Lender an “Estoppel Certificate” (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof); and (c) containing any other certifications that may be reasonably requested by Company or its Lender. Any such certificates may be conclusively relied upon by Company, its Lender and any prospective Assignee or investor in Company. If Owner fails to deliver any such certificate within such time, then Company may conclusively conclude and rely on the following: (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the Company hereunder, and (iii) the other certifications so requested are in fact true and correct.

(h) No Merger. There shall be no merger of the Easements, or of the easement estate created by this Agreement, with the fee estate in the Premises by reason of the fact that the Easements or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including, without limitation, Lender) having an interest in the Easements or in the estate of Owner and Company shall join in a written instrument effecting such merger and shall duly record the same.

(i) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. Except as stated to the contrary herein, all such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Company shall have no obligation to make any allocation.

(j) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(k) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(l) Easement Rights. The Easements and other rights granted by Owner in this Agreement are an EASEMENT IN GROSS for the benefit of Company, its successors and assigns, there being no real property benefiting from the Easements and other rights granted in this Agreement, such Easements and other rights being independent of any other lands or estates or interests in lands. Notwithstanding anything else herein to the contrary, Owner and Company acknowledge and agree that this Agreement is not for agricultural purposes, and Company shall not use the Easement Area for any agricultural purposes. Both Owner and Company mutually waive any right to declare this Agreement void under Section I, Article 14 of the Wisconsin Constitution.

(m) Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof. The Parties shall hereafter execute any amendment or new agreement as may be necessary for this Agreement to comply with Wis. Stat. § 893.33(6), Article I, Section 14 of the Wisconsin Constitution, or any successor or replacement laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

OWNER:

**CITY OF WHITEWATER,**  
a municipal corporation

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

COMPANY:

**WHITEWATER SOLAR, LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

**44.06** acres of land, more or less, in Jefferson County, identified as follows:

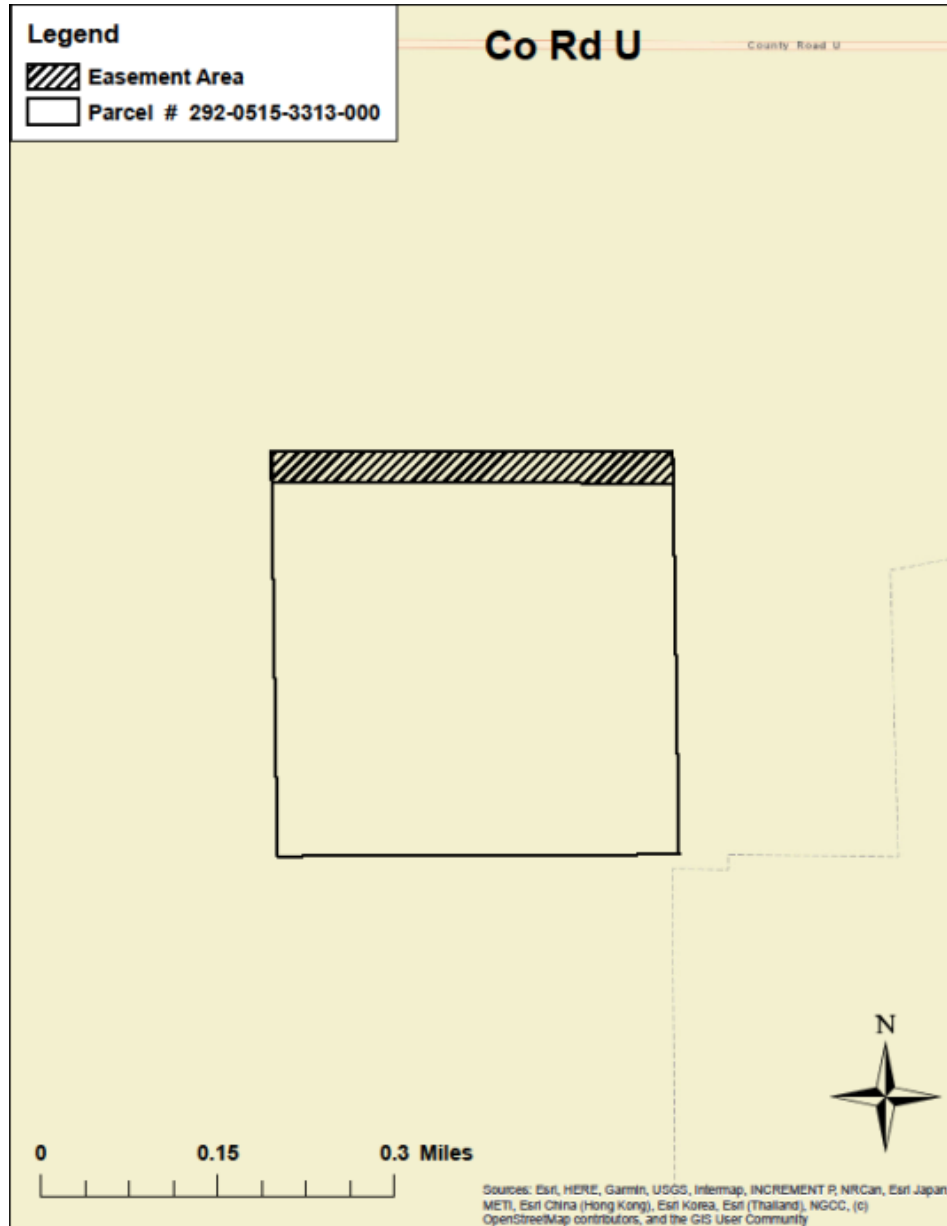
**Parcel Number: 292-0515-3313-000**

**Acreage: 44.06**

**Legal Description:** SW1/4 NE1/4. ALSO W120FT OF NW1/4 NE1/4, ALSO 100FT DRAINAGE  
ESMT OVER S100FT NW1/4. SUBJ TO ESMTS IN 911-964

**EXHIBIT B**  
**DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA**

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN  
JEFFERSON COUNTY, WISCONSIN



**EXHIBIT C**

**DEED OF EASEMENT**

(Separately Attached)



Document Number	<p align="center"><b>DEED OF EASEMENT</b></p> <p align="center">Document Title</p>
Recording Area	
<p>Drafted by, and after recording return to:</p> <p align="center">Attn: Lease &amp; Title Department  Whitewater Solar, LLC  320 N Sangamon St #1025  Chicago, Illinois 60607  Phone: (517)-819-4059</p>	
<p>Parcel Identification Number (PIN).: See <u>Exhibit A</u>.</p>	

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

## DEED OF EASEMENT

STATE OF WISCONSIN       §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF JEFFERSON   §

THIS DEED OF EASEMENT (this “**Deed of Easement**”) is made, dated and effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **City of Whitewater, a municipal corporation**, of 312 W Whitewater St. Whitewater, WI 53190 (together with its successors, assigns and heirs, “**Grantor**” and/or “**Owner**”), and **Whitewater Solar, LLC**, a Delaware limited liability company whose principal business address is 320 N Sangamon St #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, “**Grantee**” and/or “**Company**”), and in connection herewith, Grantor and Grantee agree, covenant and contract as set forth in this Deed of Easement. Grantor and Grantee are sometimes referred to in this Deed of Easement as a “**Party**” or collectively as the “**Parties**”.

### RECITALS

- A. Grantor owns certain real property located in Jefferson County, State of Wisconsin, described on **Exhibit A**, attached hereto and by this reference made a part hereof (the “**Premises**”).
- B. Grantor and Grantee are parties to that certain Transmission Facilities Agreement dated of even date herewith (the “**Transmission Facilities Agreement**”).
- C. Pursuant to and in accordance with the Transmission Facilities Agreement, Grantee desires to obtain certain easements and rights over the Premises, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Grant of Easements.

(a) Grant.

- (i) Transmission Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective successors and assigns, an exclusive easement (the “**Transmission Easement**”) on, over, under and across the Premises for constructing, erecting, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, improving, maintaining, storing, repairing and operating the transmission facilities described on **Exhibit B** attached hereto (the “**Transmission Facilities**”), together with the right to perform all other ancillary activities as may be necessary or appropriate to operate and service the Transmission

Facilities. The location of the Transmission Easement shall be on, above, along, under, and in the portion of the Premises described in **Exhibit C** (the “**Easement Area**”).

(ii) Access Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective employees, contractors, subcontractors, agents, successors and assigns, a non-exclusive easement (“**Access Easement**”) on, over, under and across the Premises, and on, over, under and across any and all vehicular and pedestrian access routes to and from the Premises, in order to: conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; access the Easement Area; construct and maintain roadways to provide access to the Easement Area for the purposes stated in this Deed of Easement; exercise the rights granted in this Deed of Easement; and install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities. If access to, from or across the Easement Area is obstructed by fences, Grantee shall have the right to cut and install gates in such fences, which shall remain closed and locked when not being used. Before Grantee cuts any fence, the fence so cut must be braced adequately and reasonably on both sides of the cut to prevent slackening of the fence. With respect to any such gates installed by Grantee, or any other gates installed by Grantor through which Grantee is required to pass for access to and from the Easement Area, Grantee or Grantor, as applicable, shall provide the other party with keys or combinations for the locks to such gates. For the avoidance of doubt, wherever reasonably practical, Grantee shall utilize existing roadways on the Premises.

(iii) Clearance Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, a non-exclusive easement and right (the “**Clearance Easement**”, and together with the Transmission Easement and the Access Easement, the “**Easements**”) to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards now or hereafter existing in the Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee.

(b) Term. This Deed of Easement shall terminate and be of no further force or effect upon the earlier to occur of (i) 47 years from the Effective Date or (ii) termination of the Transmission Facilities Agreement. In the event the Transmission Facilities Agreement is terminated, Grantee shall record a notice of termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(c) Use. Company and its agents shall have full and free use of the Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easements, including the right of access to and from the Easement Area, and the right to use adjoining land when necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Company to erect any building or structure of a permanent nature on such adjoining land.

(d) Title to Transmission Facilities. Grantee shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Deed of Easement, however, shall be construed as requiring

Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted under this Deed of Easement.

(e) Transmission Facilities Agreement. Grantor and Grantee acknowledge and agree that this Deed of Easement and the Parties' respective rights and obligations hereunder, are and shall remain subject to terms and conditions of the Transmission Facilities Agreement. All terms and conditions of the Transmission Facilities Agreement are fully incorporated herein by reference. In the event of any conflict between this Deed of Easement and the Transmission Facilities Agreement, the conflict shall be resolved to ensure the most grant of Easement rights.

## 2. Cooperation.

Grantor shall assist and fully cooperate with Grantee (including signing in Grantor's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Deed of Easement, all at no out of pocket expense to Grantor. Grantor shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Grantee's use of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Transmission Facilities Agreement, Grantor shall, in all respects, fully cooperate with Grantee in any such proceeding. Grantor agrees that Grantee may provide the Deed of Easement in lieu of any affidavit of Grantor or other form of Grantor's consent (whether oral or written) that may be requested or required in connection with Grantee's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Grantee's discretion for the Transmission Facilities.

## 3. Miscellaneous.

(a) Grantor's Authority. Grantor is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Deed of Easement and to grant Grantee the rights granted in this Deed of Easement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Deed of Easement, without hindrance, and Grantor shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Deed of Easement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) No Interference. Grantor shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Grantor Related Parties**") to, (i) interfere with, Grantee's use of the Premises for the purposes described in this Deed of Easement, or Grantee's rights under the Transmission Facilities Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Grantee for the transmission of electric power; (v) otherwise interfere with Grantee's intended use of the Easements. Without limiting the foregoing, Grantor shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other

improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Grantor provided under Section 7 of the Transmission Facilities Agreement). If to Grantee, a copy shall also be sent (which shall not constitute notice) to any and all Lenders, to Grantee's counsel at the address below, and any other party designated by Grantee in writing.

If to Grantor:

City of Whitewater, a municipal corporation  
312 W Whitewater St.  
Whitewater, WI 53190

If to Grantee:

Whitewater Solar, LLC  
320 N Sangamon St #1025  
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.  
Troutman Pepper  
1001 Haxall Point  
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidenced by written acceptance of delivery by the recipient) or on the day delivery is refused. Grantor and Grantee and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Grantor under this Deed of Easement shall be deemed tendered three (3) days after a check for the same, addressed to Grantor's address above, is deposited in the United States mail, first-class postage prepaid.

(d) Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises.

(e) Assignment. Company may assign or apportion or grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses or similar rights in or to all or any of Company's right, title and interest under the Transmission Facilities Agreement and/or the Transmission Facilities to one or more persons or entities (each an "**Assignee**") without Grantor's prior written consent so long as written notice of such assignment is provided to Grantor after such assignment or grant of rights is effective. Upon any assignment of all of Company's right, title and interest under this Deed of Easement, the assigning Company shall automatically (without the need for any writing) be released from all of its obligations and liability under this Deed of Easement, except for liabilities that accrued prior to the date of such assignment.

(f) Use of Water. Grantee shall have the right to use water from the Premises in connection with the Project.

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GRANTEE:

**WHITEWATER SOLAR, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS       §  
                                     §  
COUNTY OF COOK       §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of Whitewater Solar, LLC, a Delaware limited liability company, known  
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  
he executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS

Notary's Name (Printed): \_\_\_\_\_

My commission expires: \_\_\_\_\_



**EXHIBIT A TO EASEMENT**

**LEGAL DESCRIPTION OF THE PREMISES**

**44.06** acres of land, more or less, in Jefferson County, identified as follows:

**Parcel Number:** 292-0515-3313-000

**Acreage:** 44.06

**Legal Description:** SW1/4 NE1/4. ALSO W120FT OF NW1/4 NE1/4, ALSO 100FT DRAINAGE  
ESMT OVER S100FT NW1/4. SUBJ TO ESMTS IN 911-964

## **EXHIBIT B TO EASEMENT**

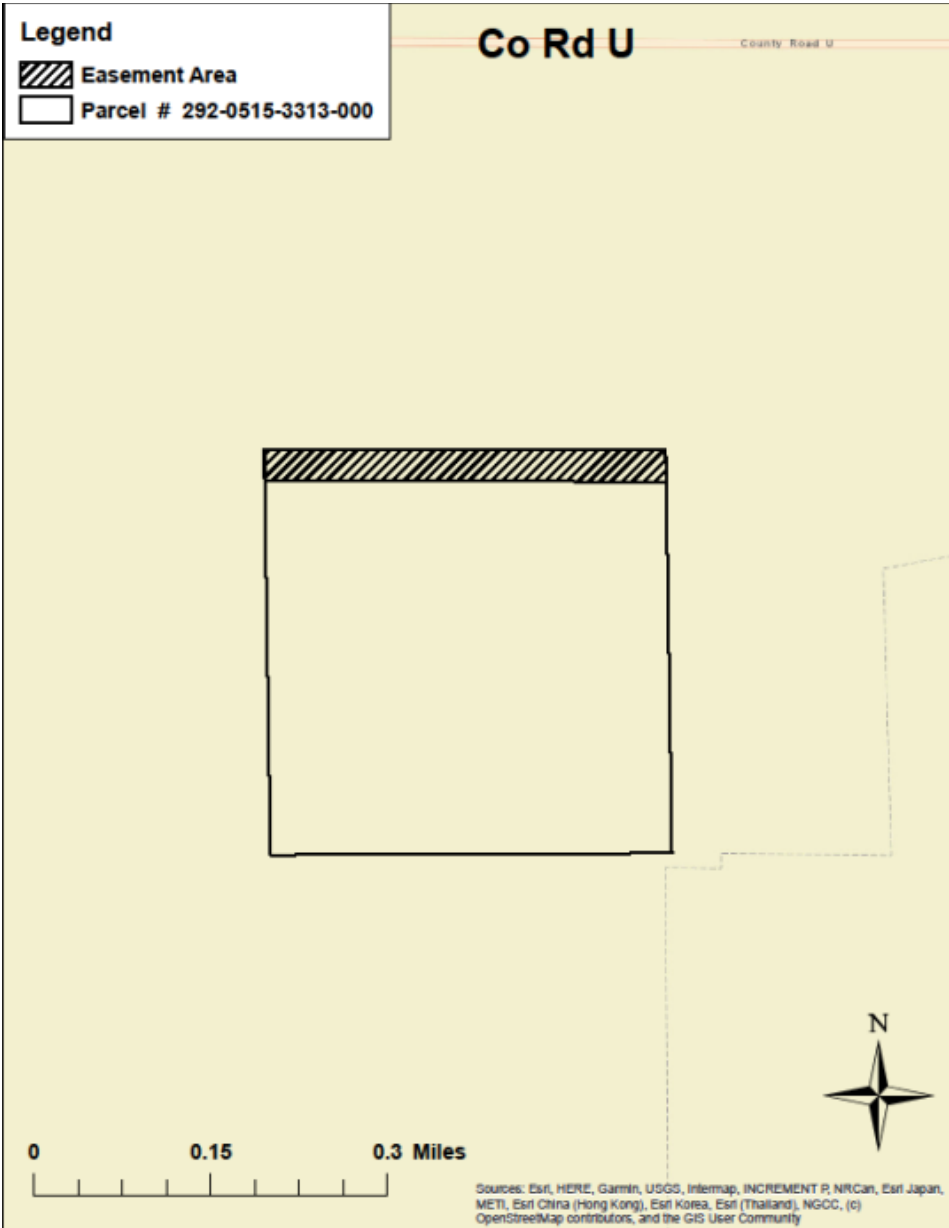
### **DESCRIPTION OF THE TRANSMISSION FACILITIES**

Without limitation, the Transmission Facilities shall include underground and/or overhead electrical distribution, transmission and communications facilities, including without limitation overhead or underground transmission, lines, wires, and cables, support towers or poles, together with related conduit, footings, foundations, cross-arms, guy wires, anchors, circuit breakers, electric transformers, and (b) overhead and underground control, communications, and radio relay systems and telecommunications equipment, including without limitation fiber, wires, cables, conduit and poles, all for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances and fixtures for use in connection with said lines.

**EXHIBIT C TO EASEMENT**

**DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA**

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN  
JEFFERSON COUNTY, WISCONSIN



## **EXHIBIT D**

### Payment Addendum

As consideration for Owner's execution of the Agreement, Company shall pay Owner the sum of One Thousand and 00/100 Dollars (\$1,000.00) within forty-five (45) days after full execution of the Agreement (the “**Signing Bonus**”).

As consideration for the grant of the Easements, within forty-five (45) days after the Construction Commencement Date, Company shall pay Owner the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the “**Construction Start Bonus**”).

As consideration for the grant of the Easement, within forty-five (45) days after the Construction Completion Date, Company shall pay to Owner the sum of One Dollar (\$1.00) per linear foot of the transmission line constructed in the Easement Area (the “Annual Easement Payment”, and together with the Signing Bonus and the Construction Start Bonus, the “**Easement Payments**”). Within forty-five (45) days after each anniversary of the Construction Completion Date during the Term, Company shall pay the Annual Easement Payment to Owner. The Annual Easement Payment shall be calculated based on the linear feet of transmission line actually existing in the Easement Area on the Construction Completion Date or the respective anniversary of the same.

No Easement Payments shall be due until Company has received from Owner both 1) a fully executed original of this Agreement and 2) a completed Internal Revenue Service Form W-9.

## **EXHIBIT E**

### **OWNER'S RIGHTS AND WAIVER OF RIGHTS**

Under Wis. Stat. § 182.017, excerpted below, landowners who sign an easement agreement have specific rights which apply to high voltage power lines that are 100 kV or larger, longer than one mile, and built after 1976.

Wis. Stat. § 182.017(7)(c)-(i):

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

BY EXECUTING THIS AGREEMENT, OWNER ACKNOWLEDGES AND AGREES THAT OWNER VOLUNTARILY WAIVES THE RIGHTS PROVIDED IN THIS EXHIBIT E.

Wis. Admin. Code PSC 113.0509 (1) provides as follows:

When approaching a landowner in the course of negotiating new easements or renegotiating existing easements, the utility shall provide the landowner with materials approved or prepared by the Public Service Commission of Wisconsin ("PSC") describing the landowner's rights and options in the easement negotiation process. The landowner shall have, unless voluntarily waived by the landowner, a minimum five days to examine these materials before signing any new or revised easement agreement.

OWNER ACKNOWLEDGES THAT COMPANY HAS PROVIDED OWNER WITH A COPY OF PSC'S "RIGHT-OF-WAYS AND EASEMENTS FOR ELECTRICAL FACILITY CONSTRUCTION IN WISCONSIN" WHICH DESCRIBES THE LANDOWNER'S RIGHTS AND OPTIONS IN THE EASEMENT NEGOTIATION PROCESS. OWNER VOLUNTARILY WAIVES THE FIVE-DAY REVIEW PERIOD, OR ACKNOWLEDGES THAT IT HAS HAD AT LEAST FIVE DAYS TO REVIEW SUCH MATERIALS.