

Joint Development Agreement

Whitewater Solar, LLC

City of Whitewater, Towns of Whitewater, La Grange, Cold Spring, Wisconsin

This Joint Development Agreement (“Agreement”) is entered by and among Whitewater Solar LLC (“Whitewater Solar”), and the City of Whitewater, Town of Whitewater, Town of La Grange, and Town of Cold Spring (each a “Local Government” and together the “Local Governments”). Whitewater Solar and the Local Governments are referred to as the “Parties” herein.

RECITALS

Whitewater Solar desires to develop, construct and operate an approximately 180 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 connections in Jefferson County, which includes Cold Spring Township, and Walworth County, which includes the City of Whitewater, and the Townships of Whitewater and La Grange (“the Project”).

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to construction and operation of the Project.
2. The Parties further agree that the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
3. The Parties agree that construction of the Project and its associated facilities, including (i) solar energy collection and electrical generating equipment; (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment, switchyards, and other interconnection facilities; (iii) internal roads and crane pads; (iv) meteorological measurement equipment; and (v) control buildings, operations and maintenance facilities and buildings are under the jurisdiction of the Public Service Commission of Wisconsin (“PSCW”). This Agreement is conditioned on Whitewater Solar’s initial and maintained compliance with all applicable state, federal, and local laws and permit or approval requirements, including any requirements associated with the Certificate of Public Convenience and Necessity (“CPCN”) issued by the PSCW and any requirements in permits issued by the Department of Natural Resources (“DNR”).
4. All time periods listed below in the Agreement are based on calendar days unless otherwise noted.
5. The term “facility” or “facilities” as used in this Agreement includes, but is not

WHITEWATER SOLAR DRAFT 3-24-25

limited to, the solar photovoltaic electrical generating facility which is the subject of this Agreement, including all necessary associated facilities described above, and all components related to the Project, except for fences, landscaping, and access roads as applicable.

6. Walworth County and Jefferson County are individually referred to herein as a “County” and collectively together, the “Counties.”
7. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT:

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

1. **Planning and Construction Phase.** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the PSCW and that the Project’s preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Parties further agree that the Local Governments may not require changes to the Project, absent PSCW’s request for such changes, unless there is a change in law which authorizes the Local Governments to enforce laws and ordinances which they are prevented from enforcing by state law at the time this Agreement is executed.
 - a. **Planning Phase.** Upon request from a Local Government, Whitewater Solar shall, within five (5) business days of any request, provide copies of proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes, provided such plans have been prepared for the PSCW. Whitewater Solar shall also provide, upon request, any updated exhibits, after issuance of a CPCN by the PSCW. The Local Government may also access electronic copies of Whitewater Solar’s CPCN application, including exhibits and later-filed modifications to such exhibits, on the PSCW’s electronic records filing system in Docket No. 9828-CE-100.
 - b. **Pre-Construction Schedule.** Whitewater Solar will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines, and other relevant construction information, at least seventy-five (75) days prior to the start of construction on the Project, to allow the Local Governments an opportunity to review the construction information. To the extent necessary, Whitewater Solar reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction on the Project which shall be provided to the Local Governments within ten (10) days of completion of such amended site plans, construction timelines, or other relevant construction information. For the avoidance of doubt, the Local Governments’ rights under this Section 1(b) shall be limited to the review of construction information only.
 1. Members of the Project’s construction team will attend a pre-

WHITEWATER SOLAR DRAFT 3-24-25

construction meeting with staff from the Counties at a mutually agreeable date not less than forty-five (45) days prior to the start of construction.

- c. Post Construction Schedule. At least sixty (60) days following completion of construction, Whitewater Solar shall meet with the Counties to discuss post-construction items including, but not limited to, necessary post-construction vegetation management, stormwater management, and erosion control planning.
- d. Whitewater Solar shall provide the Local Governments' staff with copies of the Glare, Sound, Electromagnetic Frequency, and Storm Water studies submitted to the PSCW during the CPCN review process, as well as any other studies which have been completed related to the development of the Project and that have been filed in PSC Docket No. 9828-CE-100. Whitewater Solar may satisfy this requirement by posting such studies to a publicly accessible website dedicated to the Project. The Parties may also access electronic copies of Whitewater Solar's CPCN application, including exhibits and later-filed modifications to such exhibits, via the PSCW's electronic records filing system in Docket No. 9828-CE-100.
- e. The Parties agree that Whitewater Solar and its successors, assigns, contractors, agents, and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project.
- f. Whitewater Solar agrees that it shall seek and obtain all permits from the relevant jurisdiction typically required of others, such as driveway permits and rights-of-way crossing permits. Each Local Government agrees that it will not unreasonably withhold, condition, or delay approval of any permit that may be required for the construction of the project, including, but not limited to, utility right of way crossings, access road encroachments, building permits, and/or electrical permits.
- g. Compliance and Complaint Process.
 - 1. Whitewater Solar shall identify a Project contact to the Local Governments on its behalf, for compliance and complaints, if any.
 - 2. During construction, the construction site manager of the engineering, procurement, and construction ("EPC") firm selected by Whitewater Solar will be designated as the Project contact, under Section (1)(g)(1). above. The selected EPC firm shall be contractually obligated to Whitewater Solar to abide by the applicable permit requirements.
 - 3. After construction completion, Whitewater Solar's full-time operations team will be its Project contact under Section (1)(g)(1). Complaints shall be submitted through the Project website and the Local Governments will be provided with the operations team's contact information.

2. Project's Use of Haul Routes and Road Repair Obligations.

- a. Whitewater Solar will use commercially reasonable efforts to enter into a Road Use Agreement (“RUA”) with each Local Government prior to the full mobilization for the construction of the Project to cover any construction-related damage on local roads within the Project area that are designated as “Haul Routes” in Exhibit 2. Such RUAs will be substantially similar in form to the Road Use Agreement in Exhibit 3.
 - b. Prior to the full mobilization for the construction on the Project, Whitewater Solar, at its expense, shall have signs put in place to identify Haul Routes.
- 3. Project’s Drainage Repair Obligations.** If drainage infrastructure or systems located outside the Project boundary, including culverts, are damaged by Whitewater Solar or any party under the control of Whitewater Solar (including, for the avoidance of doubt, any contractor of Whitewater Solar), Whitewater Solar shall cause the restoration of such drainage infrastructure or system to pre-existing condition. “Pre-existing condition” shall mean the flow capacity existing immediately prior to the Project commencing construction. Whitewater Solar is responsible for all expenses related to repairs, relocations, reconfigurations, and replacements of drainage infrastructure and systems that are damaged by Whitewater Solar or any party under the control of Whitewater Solar.
- 4. Allocation of Utility Aid Shared Revenues Proceeds Between Local Governments.**
- a. Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee.¹ The Utility Aid Shared Revenue program is the program by which the Wisconsin Department of Revenue (“DOR”) distributes some of the revenues collected under the generator licensee fee to counties and municipalities.
 - b. Based on the Utility Aid Shared Revenue program, the Parties estimate the Project may generate an estimated \$900,000 in annual revenues for distribution to the Counties and Local Governments, in the aggregate, according to the Utility Aid Shared Revenue formula which compares favorably to the current property tax revenues generated from the land that will be used for the Project.
 - c. Despite the increase in Local Government revenues as set forth above, the Parties acknowledge there may be an annual reduction in property tax revenue because the land located in the Primary Project Area, as depicted in the CPCN Application (“Primary Project Area”) will be removed from local property tax rolls because Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes.
 - d. The Utility Aid Shared Revenue program does not distribute revenue to school

¹ The Project will be subject to the generator license fee under Wisconsin Statutes §§ 76.28 and 76.29.

WHITEWATER SOLAR DRAFT 3-24-25

districts or technical colleges. Since the land used by the Project will be removed from local property taxes because Whitewater Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, Whitewater Unified School District (“WUSD”), Madison Area Technical College (“MATC”), and Gateway Technical College (“Gateway”) will see decreases in the amount of property tax revenue they receive. Accordingly, Whitewater Solar hereby agrees to pay certain amounts intended to reflect the portions of property tax that would otherwise have been distributed to WUSD, MATC, and Gateway, directly to WUSD, MATC, and Gateway. The certain amount paid to each entity will be calculated and mutually agreed upon by Whitewater Solar and the Counties prior to commencement of construction on the Project.

- e. If a change in law results in the elimination or reduction of the Utility Aid Shared Revenue program, the elimination or reduction of the generator license fee (under Wis. Stat. § 76.28 and § 76.29), and the land used by the Project is not returned to the applicable taxing jurisdiction’s property tax rolls, which result in tax payments to a Local Government in an amount less than what was previously being received through the Utility Aid Shared Revenue program, then Whitewater Solar will compensate the Local Government for the difference between the lost property tax revenue and the previous payments received by the Local Government, up to the amount of the Project’s prior year’s generator license fee (under Wis. Stat. § 76.28 and § 76.29).
- f. Neither Whitewater Solar nor its direct or indirect owners or affiliates shall take any affirmative action, including lobbying, to directly or indirectly interfere, impede, eliminate, or reduce the Utility Aid Shared Revenue program currently in effect or the amounts paid to the Local Governments under such program.
- g. In the event that the Project’s in-service date is delayed later than February 29, 2028, and to the extent that such delay creates a documented and material budget shortfall in a given year for a Local Government caused by elimination or reduction of reasonably anticipated payments from the State of Wisconsin under the Utility Aid Shared Revenue program had the Project not experienced the in-service date delay, the Local Government may provide written notice and documentation of the material budget shortfall to Whitewater Solar. Upon receipt of such notice and documentation of the material budget shortfall, Whitewater Solar agrees to compensate the Local Government in an amount sufficient to cover the portion of the documented material budget shortfall (“Governmental Budget Shortfall Payments”) that is attributable to the Project. In no event shall Whitewater Solar be obligated to make Governmental Budget Shortfall Payments described in this Section 4(g) without sufficient documentation being provided to demonstrate the creation of such budget shortfall. Notwithstanding the foregoing, Whitewater Solar shall not be obligated make any future Governmental Budget Shortfall Payments from and after the date upon which (a) Whitewater Solar provides written notice to the Local Government that construction on the Project will not commence, or (b) a

change in law results in modification or elimination of the Utility Aid Shared Revenue program.

5. **Decommissioning.** The Parties acknowledge that all decommissioning security obligations shall be held by the Counties. Any claim against any decommissioning security must be brought by a County pursuant to the joint development agreement entered into by Whitewater Solar and the Counties (the “County JDA”). The Local Governments shall not have any right to make a claim related to decommissioning against Whitewater Solar.
6. **Public Safety and Emergency Medical Services.** The Parties acknowledge that construction of a solar photovoltaic electrical generating facility does not create any unique or especially dangerous environments or situations for local emergency responders. Whitewater Solar will require that all contractors on the Project site during construction shall meet all applicable state, federal, and industry best practice standards for employee and public safety consistent with the size, location and surroundings of the Project. Whitewater Solar intends to request meetings with local emergency response agencies to provide Project and facility familiarization and establish communication channels. Should any aspect of the Project’s construction or operations present unfamiliar equipment or situations for local emergency responders, Whitewater Solar will endeavor to arrange for adequate professional training to deal with such concerns.
7. **Setbacks.** Project Setbacks shall be as listed in Exhibit 1 to this Agreement, unless otherwise required by the PSCW.
8. **Sound Impacts.**
 - a. The Project will comply with PSCW noise standards set forth in Wis. Admin. Code § PSC 128.14 and Jefferson County sound standards set forth in the Jefferson County Zoning Ordinance for the zoning district where the Project is located, which together include maximum sound levels attributable to the facility during daylight and nighttime hours.
 - b. The Project’s inverters and substation, which constitute noise emitting equipment from the solar facility, shall not exceed the PSCW mandated maximum nighttime sound level of 45 dBA, nor the maximum daytime sound level of 50 dBA, at the walls of the noise-sensitive receptors, hereby identified as the single-family residences within proximity of the Project. Additionally, the Project will meet the daytime sound standard thresholds at the Project’s boundaries, as set forth in Jefferson County’s Zoning Ordinance, currently in effect.
 - c. Construction Hours. Hours of construction will be between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between 10:00 a.m. and 7:00 p.m. on Sunday.
9. **Equipment Height.** The height of the Project’s equipment shall be no higher than fourteen (14) feet, with the exception of the Project substation and any required overhead electrical

lines.

10. **Vegetation Management Plan.** The Parties agree that Whitewater Solar will hire a regionally qualified consultant to create a Vegetation Management Plan for the construction and operation of the Project. Where commercially reasonable, and as approved by the PSCW, the Project will utilize regionally appropriate plants and grasses across the Project's developed area and incorporate pollinator habitat. During Project operation, Whitewater Solar will spray, mow, and otherwise maintain all developed acreage inside the fence, subject to PSCW approval of such activities in the Vegetation Management Plan.

11. **Vegetative Buffer.**

- a. Whitewater Solar will attempt to work with non-participating landowners adjacent to the Project that do not already have sufficient natural vegetative screening that reasonably obscures the view of the Project to develop a landscaping plan prior to the commencement of construction. Non-participating landowners adjacent to the Project will have the ability to indicate a preference for Whitewater Solar to install one of the following: (A) trees, (B) shrubs, (C) trees and shrubs, or (D) nothing. Under no circumstances shall any vegetative screening cast shadows on the Project's photovoltaic cell panels. If adjacent non-participating landowners decline to indicate a landscaping preference, Whitewater Solar may, at its option, install (A) trees, (B) shrubs, (C) trees and shrubs, or (D) nothing. The exact species of trees and shrubs installed will be determined based on coordination with a landscaping company selected at Whitewater Solar's sole discretion and subject to availability at the time of procurement/planting.
- b. Whitewater Solar shall reasonably maintain, in its discretion, areas owned or controlled by Whitewater Solar between the Project's fence line and adjoining property boundary lines.
- c. Whitewater Solar agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around drainage ditches at a distance required by the PSCW or the appropriate state regulatory authority if waters are deemed "navigable" by the PSCW.

12. **Fencing.**

- a. Whitewater Solar shall install deer fencing around the solar equipment at the height of seven (7) feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of seven (7) feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.

- b. The fencing specified for the Project will have openings large enough to allow the safe passage of small mammals.
 - c. The Project shall include areas where larger wildlife such as deer will have crossings or passage at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The DNR Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Local Governments before construction of any fencing.
 - d. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.
 - e. No fence shall cross a "navigable" waterway.
 - f. Impairments to fencing that are aesthetically unpleasing shall be remedied within two (2) weeks of written notification to Whitewater Solar by the Local Government within which such fencing section is located. In the event leaning or tilting of the fencing occurs that exceeds plus or minus ten (10) degrees of perpendicular, such fencing will be corrected by Whitewater Solar back to perpendicular within two (2) weeks of receiving written notice on the issue from the Local Government within which such fencing section is located.
13. **Dust Control.** Whitewater Solar will use commercially reasonable efforts to reduce the creation of dust throughout the construction process. Dust-related complaints and disputes shall be handled in accordance with the process described in Section 26 of this Agreement.
14. **Visual Considerations.** The Project's facilities shall not be used for any type of advertising. Whitewater Solar may erect and maintain a single project identification sign. The Project shall be minimally lighted so as not to disturb neighboring properties, provided, however, reasonably necessary lighting to provide safety and security of facilities shall be allowed. Whitewater Solar will provide the Local Governments with a description of permanent Project lighting plans when available. Whitewater Solar shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners.
15. **Topsoil Disturbance and Preservation.** The Project will not remove material amounts of topsoil from the Project area. Proposed site grading shall be conducted in a manner which ensures that topsoil is adequately preserved and retained. For the avoidance of doubt, topsoil may be removed for access roads, substations, and permanent parking areas, provided however, that topsoil removed from these areas will remain on site.
16. **Grading.** Upon request, prior to the full mobilization for the construction of the Project, Whitewater Solar will provide copies of all grading plans to the Local Governments.

17. **Phasing.** The Parties acknowledge that the construction of the Project may take place through one or more phases at Whitewater Solar's election. In the event Whitewater Solar elects to construct the Project in phases, the obligations of Whitewater Solar hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Whitewater Solar.
18. **Snowmobile Paths.** Whitewater Solar and the Local Governments agree to meet prior to commencement of construction regarding the location of snowmobile paths within the Project area. Whitewater Solar also agrees to communicate and coordinate with snowmobile clubs that have chapters within the Project area prior to commencement of construction.
19. **Assignment of Interest.** Whitewater Solar shall have the sole and exclusive right to sell, assign, or lease any or all portions of the Project or interests in Whitewater Solar to any non-party entity at any time without notice to the other Parties. In such event, such non-party entity shall, with Whitewater Solar or, in the event of total sale, assignment or lease, the new owner of the Property shall, have the same rights and obligations as Whitewater Solar as set forth in this Agreement. Whitewater Solar, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Whitewater Solar shall also have the sole and exclusive right (without any consent from the other Parties required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Whitewater Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Whitewater Solar, LLC, or any sale of direct or indirect ownership interests in the Whitewater Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of any of the other Parties under this Agreement. Whitewater Solar shall notify the Local Governments of any and all proposed changes in the direct owner or substantial operation of the Project. Whitewater Solar will attempt to schedule introductory meetings between the Local Governments and any future owner.
20. **Cooperation.** Whitewater Solar 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 materially adverse conditions that may be created by the Project. Whitewater Solar and the Local Governments agree that Whitewater Solar and the appropriate offices within each Local Government shall meet prior to commencement of construction to communicate on the timing of construction and the use of emergency services, if needed.
21. **Indemnification.** Whitewater Solar agrees to defend, indemnify, and hold harmless each Local Government and its 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 such Local Government and for physical injury to any person, to the extent caused by activities or operations of Whitewater Solar, its agents and employees, for the performance or non-performance of its duties pursuant

to this Agreement except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of a Local Government, or its supervisors, trustees, administrators, employees, or representatives. This indemnification obligation shall survive the termination of this Agreement.

22. **Insurance.** Whitewater Solar shall at all times during construction and its 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, Whitewater Solar, if 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 written request.
23. **Compliance with Laws.** Whitewater Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities.
24. **Entire Agreement.** This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. In the event of a conflict between this Agreement, any related approvals by the Local Government, or the PSCW, the PSCW's requirements shall be deemed controlling. In the event of a conflict between this Agreement and the County JDA, the provisions of the County JDA shall control. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.
25. **Relevant Law.** Any and all disputes arising under this Agreement 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.
26. **Disputes.** Whitewater Solar will have sixty (60) days from the time in which a Local Government notifies it in writing of any dispute related to this Agreement to (1) make a determination of its validity, and if so determined to be valid, (2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps (1) or (2) above, the aggrieved Local Government shall provide written notice of said dispute to Whitewater Solar within fifteen (15) days after the occurrence of steps (1) or (2) (a "Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by

the Parties. All disputes which are not resolved by good faith discussions or mediation shall be resolved by arbitration with a single arbitrator and in a venue mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition either the Jefferson County Circuit Court or the Walworth County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with Wis. Stat. Chapter 788 (Arbitration) in effect at the time of the dispute.

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

FOR WHITEWATER SOLAR LLC:

NAME:
TITLE:
[ADDRESS]:

FOR CITY OF WHITEWATER:

NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF LA GRANGE:

NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF COLD SPRING:

NAME:
TITLE:
[ADDRESS]:

FOR TOWN OF WHITEWATER:

NAME:
TITLE:
[ADDRESS]:

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

WHITEWATER SOLAR DRAFT 3-24-25

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 also sent via email transmission to the email addresses provided below, 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 WHITEWATER SOLAR LLC:

NAME:
TITLE:
EMAIL:

FOR CITY OF WHITEWATER:

NAME:
TITLE:
EMAIL:

FOR TOWN OF LA GRANGE:

NAME:
TITLE:
EMAIL:

FOR TOWN OF COLD SPRING:

NAME:
TITLE:
EMAIL:

FOR TOWN OF WHITEWATER:

NAME:
TITLE:
EMAIL:

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Whitewater Solar, LLC, this ____ day of ____ , 2025.

WHITEWATER SOLAR LLC:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of City of Whitewater, this _____ day of _____, 2025.

CITY OF WHITEWATER:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of La Grange, this ____ day of _____, 2025.

TOWN OF LA GRANGE:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of Cold Spring, this ____ day of _____, 2025.

TOWN OF COLD SPRING:

By: _____

Name: _____

Title: _____

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Town of Whitewater, this ____ day of _____, 2025.

TOWN OF WHITEWATER:

By: _____

Name: _____

Title: _____

EXHIBIT 1
Whitewater Solar Setback Table

| Setback/Constraint Description | Setback/Constraint Value |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Residences | 175-foot setback from building edge of a habitable Structure to PV arrays or inverters; excludes access roads and fences) |
| Non-participating Property Lines | 50 feet |
| Public Road ROW - Walworth County | <p>State and Federal highway (not including freeways): 85 feet County Road: 65 feet Town road: 50 feet Subdivision road: 25 feet</p> <p>Fence: No fence shall be permitted in any district above the height of two and one-half feet above the plane through the mean centerline roadway grades within the triangular space formed by any two existing or proposed intersection street or alley right-of-way lines and a line joining points on such lines located 50 feet from their point of intersection.</p> |
| Public Road ROW - Jefferson County | <p>Class A: 100-foot setback from edge of ROW, or 200-foot setback from roadway centerline, whichever is greater. Class B: 70-foot setback from edge of ROW, or 140-foot setback from roadway centerline, whichever is greater. Class C: 50-foot setback from edge of ROW, or 110-foot setback from roadway centerline, whichever is greater. Class D: 50-foot setback from edge of ROW, or 85-foot setback from roadway centerline, whichever is greater. Class E: 30-foot setback from edge of ROW, or 63-foot setback from roadway centerline, whichever is greater.</p> |
| Navigable Waterways | 75 feet |
| Non-Navigable Waterways | 20 feet |
| Wetlands | 75 feet |
| FEMA floodplain | 35 feet |

EXHIBIT 2
Haul Routes

[Insert list of haul routes]

EXHIBIT 3
Form of Road Use Agreement

32033627.4