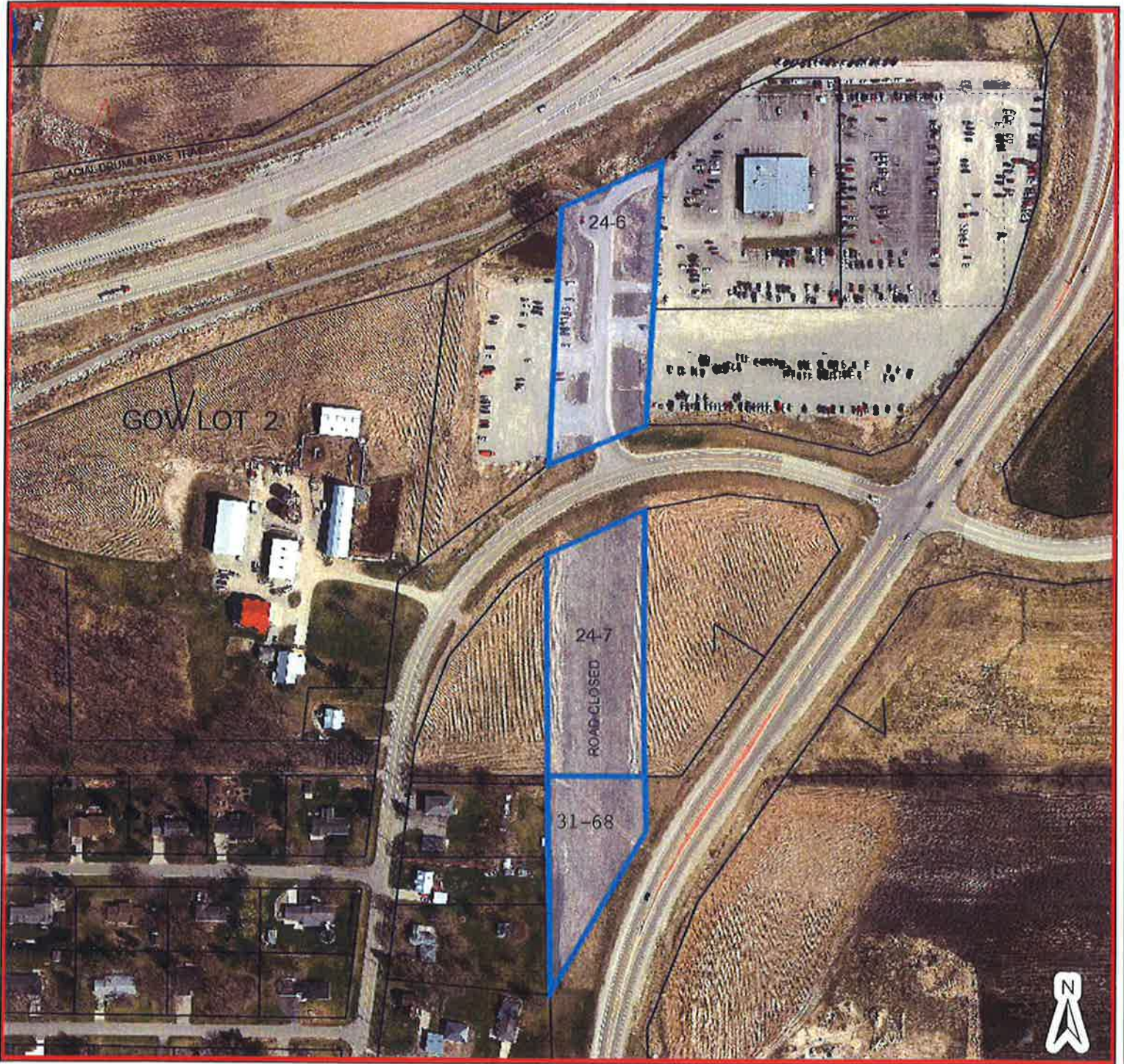


Old Highway 26 Right of Way



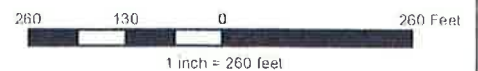
Search Results: Parcels

 Override 1

Parcel Lines

- Property Boundary
- Old Lot/Meander Lines

- Rail Right of Ways
- Road Right of Ways
- Section Lines
- Surface Water
- Map Hooks
- Tax Parcels
- Streams and Ditches



RESOLUTION NO. 2020- ____

Authorization to sell remnant parcel of county owned real property

Executive Summary

The Jefferson County Corporation Counsel was contacted by Badger Rentals, LLC seeking to purchase two remnant parcels of real property owned by Jefferson County for \$25,000 that adjoin North Watertown Avenue and Masters Drive. One parcel is located in the City of Jefferson, designated as 24-7, and one parcel is located in the Town of Aztalan designated as 31-68. These parcels of property were originally purchased by the State of Wisconsin for highway 26 construction purposes and subsequently conveyed to Jefferson County by the State in 2017. For reference, Masters Drive is located to the north of the property being sold and is designated as parcel 24-6. Masters Drive is not included in this sale. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the County Board for approval.

WHEREAS, Jefferson County owns real property adjoining North Watertown Avenue and Masters Drive in the City of Jefferson and Town of Aztalan which were originally purchased by the State of Wisconsin for highway right-of-way purposes, and

WHEREAS, due to the current location of County Highway 26, there is no longer a need for Jefferson County to own this property for right-of-way purposes, and

WHEREAS, the City of Jefferson has assessed Jefferson County for costs associated with city utilities serving this parcel which are currently outstanding, and

WHEREAS, the purchaser has agreed to assume all unpaid assessed costs associated with these parcels of property as a condition of sale if Jefferson County is unable to successfully petition the City of Jefferson to waive all special assessments.

NOW, THEREFORE, BE IT RESOLVED that the County Clerk shall execute a quit claim deed conveying said remnant parcels of real property to Badger Rentals, LLC in exchange for payment of \$25,000, and the County Administrator is hereby authorized to petition the City of Jefferson to waive all special assessments associated with the parcels of property subject to this sale.

Fiscal Note: The county will receive \$25,000 for the sale of this property and proceeds will be deposited into the Capital Projects Fund.

Ayes: ____ Noes: ____ Abstain: ____ Absent: ____ Vacant: ____

Referred By:
Highway Committee

03-09-21

REVIEWED: County Administrator: BW ; Corporation Counsel: JBW ; Finance Director: MAD

RESOLUTION NO. 2020- _____

Authorization to sell remnant parcel of county owned real property

Executive Summary

The Jefferson County Corporation Counsel was contacted by Badger Rentals, LLC seeking to purchase two a remnant parcels of real property owned by Jefferson County for \$25,000 that adjoins North Watertown Avenue Road and Masters Drive. One parcel is, located in the City of Jefferson, designated as 24-7, and one parcel is located in the Town of Aztalan, designated as 31-68. Theseis parcels of property wereas originally purchased by the State of Wisconsin for highway 26 construction purposes which is no longer needed, and subsequently conveyed to Jefferson County by the State in 2017. The attached map designates this parcel as parcel 24-7 and encompasses 2.9403 acres. For reference, Masters Drive is located to the north of the property being sold and is designated as parcel 24-6. Masters Drive is not included in this sale. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the County Board for approval.

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WHEREAS, due to the current location of County Highway 26, there is no longer a need for Jefferson County to own this property for right-of-way purposes, and

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NOW, THEREFORE, BE IT RESOLVED that the County Clerk shall execute a quit claim deed conveying said remnant parcels of real property to Badger Rentals, LLC; in exchange for payment of \$25,000, and the County Administrator is hereby authorized to petition the City of Jefferson to waive all special assessments associated with the parcels of property subject to this sale.

Fiscal Note: The county will receive \$25,000 for the sale of this property and proceeds will be deposited into the Capital Projects Fund.

Ayes: _____ Noes: _____ Abstain: _____ Absent: _____ Vacant: _____

Joint Development Agreement

Crawfish River Solar, LLC,
Jefferson County, Wisconsin and
Town of Jefferson, Jefferson County, Wisconsin

This Joint Development Agreement (referred to herein as the **“Agreement”**) by and among Crawfish River Solar, LLC (referred to herein as **“Crawfish River”**), and Jefferson County, Wisconsin (the **“County”**) and the Town of Jefferson, Jefferson County, Wisconsin (the **“Town”**). Both municipalities are individually referred to herein as a **“Local Government”** and collectively referred to as the **“Local Governments”**. Crawfish River and the Local Governments are individually referred to as a **“Party”** and collectively referred to as the **“Parties”** herein.

RECITALS

Crawfish River desires to develop, construct and operate an up to 75 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 the Town of Jefferson, Jefferson County, Wisconsin (referred to herein as 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 the Project's use of County and Town roads, rights-of-way and drainage systems during 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 the Project is under the jurisdiction of the Local Governments and acknowledge the intent of Crawfish River to seek a Conditional Use Permit.
4. All time periods listed below in the Agreement are based on calendar days.
5. The term “facility” or “facilities” as used in this Agreement includes, but is not 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. Any amendment to this Agreement, including but not limited to, changes to operations or facilities, 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 Local Governments and that the Project's preliminary and final site plans are subject to approval from the Local Governments for substantive site design changes.
 - a. **Planning Phase:** Upon request from a Local Government, Crawfish River shall, within three (3) days of any request, provide proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes.
 - b. **Pre-Construction Schedule:** Crawfish River will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines which shall comply with the timelines set forth herein and in attached Exhibit A incorporated by reference, and other relevant construction information, at least seventy-five (75) days prior to the start of construction, to allow the Local Governments an opportunity to review and comment on construction information. To the extent necessary, Crawfish River reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction which shall be provided to Local Governments within three (3) days of amended plan completion, with the exception of the timeline for commencement of operations which shall be not later than December 31, 2022.
 1. Members of the Project's construction team will attend a pre-construction meeting with Jefferson County staff at a mutually agreeable date not less than forty-five (45) days prior to the start of construction. The Parties will ensure that representatives from Jefferson Township will be invited to this pre-construction meeting.
 2. Notwithstanding Crawfish River's obligations in Sections 2 and 3 below, Crawfish River shall commission a report by a subject matter expert which will document the condition of existing infrastructure (e.g. roads and culverts) and provide such report to the Local Governments, not less than forty-five (45) days prior to the start of construction activities.
 3. Crawfish River shall provide Jefferson County staff with copies of the Glare, Sound, and Electromagnetic Frequency and Storm Water studies which were previously submitted in conjunction with the PSCW's Certificate of Authority review process, as well as any other studies which have been completed related to the development of the Project, which shall be provided to the Local Governments on request.

4. Crawfish River shall obtain approval from the Jefferson County Highway Department or appropriate state or local jurisdiction for all field access points to a public road. Crawfish River shall repair and/or replace all culverts that have been damaged or removed during the construction process to their preconstruction condition, unless the municipal authority having jurisdiction over the highway where the culvert is located determines in writing that a culvert is deemed redundant or unnecessary as a result of final engineering.
5. Compliance and Complaint Process:
 - a. Crawfish River shall identify a Project contact to the Local Governments on its behalf, for compliance and complaints, if any.
 - b. During construction, the construction site manager of the engineering procurement and construction (“EPC”) firm selected by Crawfish River will be designated as the Project contact, under Section 5(a) above. The selected EPC firm shall be contractually obligated to Crawfish River to abide by the applicable permit requirements.
 - c. After construction completion, Crawfish River’s full-time operations team, or if operational control is transferred to another party or entity, Crawfish River’s successor, will be the Project contact. Complaints shall be submitted through the project website and the Local Governments will be provided with the operation team’s contact information.

2. **Project’s Use of Roads and Road Repair Obligations:** Crawfish River shall document pre-construction conditions of all anticipated road crossings and anticipated impact on traffic during construction, including, but not limited to, County Road G, County Road J, Highway 89, and Highway 18. Crawfish River shall commission (1) a report prepared by a subject matter expert to record pre-construction conditions and (2) a report prepared by a subject matter expert to record anticipated post-construction conditions and provide such reports to the Local Governments. These reports will include video documentation and will be provided forty- five (45) days prior to the start of construction.

- a. Crawfish River shall reasonably maintain the traveled surface and infrastructure on County Road G, County Road J, Highway 18, in safe conditions consistent with state and county standards for such road throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. Crawfish River shall document road infrastructure maintenance on County Road G , County Road J, and Highway 18, and provide status reports to Jefferson County on an as-needed basis, and within ninety (90) days of the Project reaching its Commercial Operation Date. For purposes of this Agreement, the Commercial Operation Date shall be the date designated by Crawfish River in its written notice to the County (the “Commercial Operation Date

Notice”).

- b. At the completion of construction, and to the extent any damage has occurred as a direct result of the Project, Crawfish River shall return those portions of County Road G, County Road J Highway 18 used to transport equipment and personnel to a level comparable to its pre-construction conditions, or alternatively compensate the Local Governments collectively to repair County Road G, County Road J , and Highway 18 to the levels comparable to its pre-construction levels within thirty (30) days following completion of Project unless waived by the local government with jurisdiction over the road.
- c. The roads stated in this section will either be the exclusive County and Town/Local roads authorized to be used by construction vehicles for this Project or roads maintained by the County or Local Governments on behalf of the State or other unit of government. If Crawfish River needs to use State/County/Town/Local roads not listed herein by construction vehicles, Crawfish River shall negotiate such use with all affected parties/governments.

3. **Project’s Drainage Repair Obligations:**

- a. Crawfish River shall document the conditions of anticipated drainage crossings.
- b. Crawfish River shall commission a report prepared by a subject matter expert to record pre-construction conditions and a report to record post construction conditions and provide such reports to the Local Governments and the Jefferson County Drainage District. These reports will include video documentation. The pre-construction report will be provided thirty (30) days prior to construction and the post-construction report ninety (90) days from the completion of construction.
- c. Prior to the commencement of construction, Crawfish River will consult with the Jefferson County Drainage District and the Jefferson County Land and Water Conservation Department for review and comment prior to submitting final design plans to Jefferson County for the items identified above in Section 1.b.
- d. Crawfish River shall have ninety (90) days from the completion of construction to provide the Local Governments with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the project footprint, caused by construction activities that negatively impact drainage systems, and if applicable, (b) compensate the applicable Local Governments to repair such public drainage infrastructure to a level comparable to the pre-construction level.

- e. If existing drainage ditches are determined to be “navigable” by the Wisconsin Department of Natural Resources, Crawfish River shall ensure its design plans are in compliance with the appropriate regulatory authority regarding setbacks from the ordinary high water mark to all above ground facilities (not including fences and access roads). For drainage ditches that are not deemed “navigable”, as further set forth in Section 6(a), there shall be at least a twenty (20) foot setback to above ground facilities. The setback for all drainage ditches to fences shall be twenty (20) feet unless a different setback is required by the Jefferson County Drainage Board or applicable state statutes. Crawfish River agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the ordinary high water mark along any “navigable” drainage ditch or waterway, except for access roads.
- f. Crawfish River agrees to maintain any existing drainage system on all property with facilities to the extent necessary for proper drainage of the property and to protect and prevent drainage on public property and roads as well as other private property including, but not limited to, repairing any drain tiles damaged by Crawfish River during construction of the Project.

4. Allocation of Utility Shared Revenues Proceeds Between Local Governments:

- a. Crawfish River is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee¹. The Utility 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 Wisconsin Utility Shared Revenue program, the Parties estimate the Project will generate approximately \$300,000 annually over its useful life in general, unrestricted aid that may be used for any activity approved by the local governing body. According to state statute, these amounts are to be distributed by the State of Wisconsin as follows:
 - 1. \$125,000 annually to Jefferson Township (at the rate of \$1,667 per MWac) and up to \$175,000 annually for Jefferson County. All parties agree that this amount is an estimate. The exact amount will be determined once Crawfish River is in operation.

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

² From the Wisconsin Legislative Fiscal Bureau's, Informational Paper 18, Shared Revenue Program (County and Municipal Aid and Utility Aid, dated January 2019), page 1: *"The state provides general, unrestricted aid to counties and municipalities through several programs. Unlike categorical aid, which must be used for a specific purpose, unrestricted state aid can be used for any activity approved by the local governing body. Typically, the aid is commingled with the local government's other revenues and is not directly tied to any specific function. As such, it supplants other types of revenues that would otherwise be raised to fund the local government's functions."*

- c. The anticipated Utility Shared Revenue Payment amounts compare favorably to the current property tax revenues generated from the land that will be used for the Project.
- d. Despite the increase in County and Township tax revenues as set forth above, the Parties acknowledge there may be an annual reduction in property tax revenue in the amount of approximately \$4,000 because the land located in the Project Area, as depicted in the CUP Application (“Project Area”) will be removed from local property tax rolls because Crawfish River is subject to taxation under Chapter 76 of Wisconsin Statutes.
 - 1. The total property tax obligation for 100 percent of the parcels in the Project Area in 2019 is approx. \$9,500³. The assessments for these properties include cultivated land and improvements, such as houses and other structures which will not become part of the Project and are anticipated by the Parties to remain on local property tax rolls. In addition, the project will only utilize a portion of the land for some of the parcels. The \$9,500 is broken down as follows:
 - a. Property tax on improvements is estimated at approx. \$4,000.
 - b. Property tax on unimproved real property that the project will not utilize is estimated at approx. \$1,500.
 - c. Property tax on unimproved real property to be used by the project is estimated at approx. \$4,000.
- e. Parties acknowledge that Jefferson School District, the Fort Atkinson School District and the Madison Area Technical College (MATC) currently receive property tax revenue in the approximate amounts of \$1,900/year, \$100/year and \$200/year respectively from land located in the Project Area through property tax payments, but they do not directly receive such Utility Shared Revenue Payments.
- f. In the future event that Jefferson County is no longer able to collect property taxes in the approximate amount of \$4,000, Crawfish River hereby agrees to pay such portions of property tax that would have otherwise been distributed to Jefferson

³ Subject to confirmation by Jefferson County.

School District, Fort Atkinson School District and MATC directly, in the amounts of \$1,900/year, \$100/year and \$200/year respectively, with a 1.5% per year escalator, during the useful life of the Project.

- g. If a change in law results in the elimination or reduction of the Utility 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 the County in an amount less than what was previously being received through the Utility Shared Revenue program, then Crawfish River will compensate County and Local Units of Government for the difference between the lost property tax revenue and the previous payments received by County and Local Units of Government, up to the amount of the Project's prior year's generator license fee (under Wis. Stat. § 76.28 and § 76.29).
- h. Neither Crawfish River 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 Shared Revenue program currently in effect or the amounts paid to County or local units of government under such program.

5. Assurances:

- a. Assurance in Support of this Agreement During the Project's Operations:
 - 1. Crawfish River shall, deposit one of the following assurances at its discretion: (a) Fifty Thousand Dollars (\$50,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County, in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days of execution of this Agreement. Jefferson County shall hold the assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such assurance. Said assurance shall remain in place through the Project's operations but if the Project's operations do not commence, said assurance shall be released; and
 - 2. Crawfish River shall, deposit one of the following assurances, at its discretion: (a) an additional One Hundred Thousand Dollars (\$100,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days following the start of the Project's operations. Jefferson County shall hold the assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such assurance. Said assurance shall remain in place through the Project's operations.

- b. Assurances in Support of Decommissioning: Crawfish River shall provide the Local Governments with its Decommissioning Plan prior to the start of the Project's construction for review and comment, and:
1. Crawfish River shall, at its discretion, deposit One Million Dollars (\$1,000,000), post a Bond in said amount, or provide a Letter of Credit ("The Decommissioning Assurance") in said amount with or to Jefferson County prior to the start of the Project's construction. Jefferson County shall hold the Decommissioning Assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such Assurance.
 2. If it is determined through the decommissioning plan that the cost of decommissioning shall exceed the above \$1,000,000 Decommissioning Assurance, Crawfish River shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.
 3. If it is determined through the decommissioning plan that the cost of decommissioning shall not exceed the above \$1,000,000 Decommissioning Assurance, the Local Governments may jointly agree to decrease the amount of the Decommissioning Assurance to an amount to be not less than the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

6. Setbacks, Equipment Height, Vegetation, and Fencing:

a. Project Setbacks:

1. Design: The Project design shall incorporate a minimum one hundred fifty (150) foot setback to all above ground project components from non-participating residences, and at least a twenty (20) foot setback from property lines of non-participating residences (excluding fences and access roads).
2. Watercourses: The Project shall maintain a thirty-five (35) foot setback to all above ground project components (excluding fences and access roads) from water if deemed "navigable" by the Wisconsin Department of Natural Resources unless a greater distance is required by the appropriate State regulatory authority. If not deemed "navigable", a minimum twenty (20) foot setback will be maintained to all above ground project components.
3. Public Drainage Ditches: If drainage ditches are determined to be "navigable" by the Wisconsin Department of Natural Resources, Crawfish

River shall ensure its design plans will contain a minimum setback from the ordinary high water mark to all above ground facilities (excluding fences and access roads) at a distance required by the appropriate State regulatory authority. Drainage ditches that are not deemed “navigable” shall have at least a twenty (20) foot setback from the ordinary high water mark to all above ground facilities. The setback from all drainage ditches to fences shall be twenty (20) feet. Crawfish River agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the ordinary high water mark along any “navigable” drainage ditch or waterway (except access roads).

4. Property Boundaries: The Project shall maintain a twenty (20) foot setback from property lines of non-participating land owners to all above ground project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.
5. State Trunk Highway 89: The Project shall maintain a seventy (70) foot setback from the end of the Right of Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
6. U.S. Highway 18: The Project shall maintain a seventy (70) foot setback from the end of the Right-of-Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
7. Jefferson County Highway G: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
8. Jefferson County Highway J: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
9. Jefferson County Highway Q: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
10. Special Considerations: For non-participating landowners whose property is bounded on two or more sides by property owned by a participating landowner on which the final design will include above ground components (excluding fences and access roads), the Project’s design shall incorporate

a minimum two hundred (200) foot setback to all above ground project components from the non-participating landowner's residence, and at least a fifty (50) foot setback from the non-participating landowner's property line (excluding fences and access roads), for those parcels containing the residence and for those shared boundaries within four hundred (400) feet of the residence.

b. Sound Impacts:

1. The Project will comply with PSCW standards set forth in Wis. Admin. Code § PSC 128.14 and Jefferson County sound impact 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 evening hours.
2. 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 Ordinances, currently in effect.
3. 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.

c. Equipment Height: The height of the Project's equipment shall be no higher than the fourteen (14) foot maximum panel height (with the exception of the project substation), which is to be measured at the apex when the tracker is at its maximum tilt in early morning or late evening.

d. Under-Panel and Inter-Row Vegetation: Perennial vegetation mix comprised of a native grass species will be planted under the panels and between rows in the manner set forth below.

1. In order to control potential invasive and/or noxious weed species which have the potential to impact neighboring properties, Crawfish River will implement an annual vegetation management regimen which will consist of mowing as necessary and selective practices to control noxious weeds, including but not limited to the use of approved herbicides.
2. Crawfish River will explore the use of grazing animals such as sheep for its

annual vegetation management regimen. If grazing animals are planned, then Crawfish River shall adhere to provisions in the Jefferson County Zoning ordinance related to animal number limits as well as standards regarding animals kept for at least ninety (90) days in any 12-month period (Livestock Siting). Crawfish River will work with landowners participating in the Farmland Preservation Program to ensure they have what they need to meet program requirements for pastures and nutrient management planning. Crawfish River will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, Crawfish River agrees to notify the Planning and Zoning Department within five (5) days of the animals arriving on the property to provide the Department with the type of animals and location of animals, the number of animals and the length of time the animals will remain on the property.

e. The Vegetative Buffer:

1. For adjacent, non-participating landowners whose primary residence has a direct view of solar arrays, Crawfish River will fund a vegetative buffer that provides a natural visual transition. This will consist of a Prairie-style aesthetic made up of native grasses and flowering plants. This planting shall, at the least, encompass that area between the property line and the fence line of the Project, excluding any maintenance area required for access just outside of the fence. These plantings will reach a height of three to five feet. Additional visual transition vegetative plantings beyond the Prairie-style aesthetic may be discussed and agreed upon on a case by case basis with the individual non-participating landowners.
2. Crawfish River will maintain any areas between fence line and property boundaries that are not being actively farmed by participating landowner with native plants (pollinator habitat, comprised of long stem grass and flowering plants).
3. Crawfish River agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around waterways and drainage ditches with native plants.

f. Fencing:

1. Crawfish River shall install deer fencing around the solar equipment at the height of seven (7) feet or a height mandated by electrical code 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 electrical code,

the height mandated by the electrical code shall control.

2. The fencing specified for the project will have openings large enough to allow the safe passage of small mammals.
 3. 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 Department of Natural Resources Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Jefferson County Land and Water Conservation Department before construction of any fencing.
 4. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.
 5. No fence shall cross a "navigable" waterway.
- g. Aesthetics: Crawfish River 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 land owners.
7. **Assignment of Interest.** Crawfish River shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-party entity at any time upon written notice to the Local Governments within thirty (30) days after any such assignment. In such event, such non-party entity shall, with Crawfish River or, in the event of total sale, assignment or lease, the new owner of the Property, shall have the same rights and obligations as Crawfish River as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Crawfish River, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Crawfish River shall also have the sole and exclusive right (without any consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Crawfish River or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Crawfish River Solar, LLC, or any sale of direct or indirect ownership interests in the Crawfish River Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.
 8. **Cooperation.** Crawfish River and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.

9. **Indemnification.** Crawfish River agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Crawfish River, 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 the Local Governments. Furthermore, Crawfish River agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this Agreement.
10. **Insurance.** At all times during the term of this Agreement, Crawfish River shall keep in force and effect Commercial and General Liability Insurance as outlined below issued by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). At the commencement of this Agreement, the policy limits shall not be less than \$5,000,000 general aggregate \$5,000,000 products/completed operations aggregate, and \$5,000,000 personal injury, \$5,000,000 each claim. Crawfish River shall have the right to self-insure to the limits required. Prior to this Agreement taking effect, and upon request (which shall not be more than once per year), Crawfish River shall furnish the municipality with proof of insurance or evidence of self-insurance. The Local Governments will be given 30 days advance notice by the insurance company of cancellation of the insurance during the term of this Agreement. The Local Governments, their boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. However, in the event of a direct or indirect change in or sale of control of the ownership interests of Crawfish River Solar, LLC, the Local Governments shall have the option to prohibit any successor from having the right to self-insure to the limits required and require such successor in interest to obtain Commercial and General Liability Insurance as outlined above issued by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger, unless the successor owner is a regulated public utility with an issuer credit rating of Baa2 or better from Moody's Investors Service or BBB or better from Standard & Poor's.
11. **Compliance with Laws.** Crawfish River 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.

12. **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. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the parties.
13. **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.
14. **Disputes.** Crawfish River will have sixty (60) days from the time in which Jefferson County, the Town of Jefferson notifies it 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 the Project within fifteen (15) days after the occurrence of steps 1) or 2) ("Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the aggrieved 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. Such remedies as may be available by law shall apply in the event of unsuccessful mediation of the dispute. All disputes which are not resolved by good faith discussions or mediation shall be resolved in Jefferson County, Wisconsin by arbitration with a single arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the Jefferson County Circuit Court for appointment of an arbitrator, or have the option to seek relief by commencing a lawsuit in Jefferson County Circuit Court. Arbitration shall be in accordance with Wis. Stat. Chapter 788 in effect at the time of the Dispute.
15. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

FOR CRAWFISH RIVER SOLAR LLC:

NAME: Sergio Trevino
TITLE: Vice President, Permitting
20 Jay Street, Suite 900
Brooklyn, New York 11201

FOR JEFFERSON COUNTY:

NAME: Benjamin Wehmeier

TITLE: County Administrator
Jefferson County Courthouse,
311 S. Center Avenue, Room 111
Jefferson, Wisconsin 53549

FOR TOWNSHIP OF JEFFERSON:

NAME: Michael Hollinger
TITLE: Town Chair
W7002 County Road J
Jefferson, Wisconsin 53549

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

Notices may be 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 CRAWFISH RIVER SOLAR LLC:

NAME: Paul Harris
TITLE: Vice President
20 Jay Street, Suite 900
Brooklyn, New York 11201

FOR JEFFERSON COUNTY:

NAME: Benjamin Wehmeier
TITLE: County Administrator
Jefferson County Courthouse,
311 S. Center Avenue, Room 111
Jefferson, Wisconsin 53549
BenjaminW@jeffersoncountywi.gov

FOR TOWNSHIP OF JEFFERSON:

NAME: Michael Hollinger, or Current Town Chair
TITLE: Town Chair
W7002 County Road J
Jefferson, Wisconsin 53549

16. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without affecting the remaining parts or provisions of the Agreement.

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 Crawfish River Solar, LLC, this _____ day of _____, 2021.

CRAWFISH RIVER 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 Jefferson County, this _____ day of _____, 2021.

JEFFERSON COUNTY:

By: _____

Name: Benjamin Wehmeier

Title: County Administrator

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 Township of Jefferson, this _____ day of _____, 2021.

TOWNSHIP OF JEFFERSON:

By: _____

Name: Michael Hollinger

Title: Town Chair

Attest

By:

Name: Tina Barnes

Title: Town Clerk

Crawfish River Joint Development Agreement

EXHIBIT A

Table 5.8-1: Estimated Project Construction Schedule

Activity	Start	End
Start of On-Site Construction ²	July 2021	
Workforce Mobilized	July 2021	August 2021
Vegetation removal and localized grading	August 2021	September 2021
Staging and Laydown Areas Established	September 2021	October 2021
Access Road Installed	September 2021	October 2021
Posts Driven	October 2021	April 2022
Tracking System Racks Installed	October 2021	April 2022
Inverter Installed	October 2021	April 2022
Solar Modules installed	April 2022	October 2022
Project Substation Built	March 2022	August 2022
Gen-Tie Line Built	April 2022	July 2022