

Appendix A. Crawford County Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of the 28th day of June, 2021 ("Effective Date") by and between Silver Queen Wind Farm, LLC, a Delaware limited liability company ("Developer") and Crawford County, Iowa ("County"). In this Agreement, Developer and the County may be individually referred to as a "Party" and collectively, as the "Parties."

RECITALS

- A. Developer plans to develop, construct, and operate the up to 300 megawatt ("MW") Silver Queen Wind Farm to be located in Westside, Hayes, and Iowa Townships in Crawford County, Iowa (the "Project"). The Project is proposed to be located in the County's A-1 Agricultural District.
- B. Pursuant to the Crawford County Zoning Application for a Wind Tower Construction Compliance Certificate (the "Construction Compliance Certificate", attached hereto as Exhibit A) the Project may be constructed in an A-1 Agricultural District without a conditional use permit or variance provided the Project wind turbines meet the minimum setback (yard) requirements set forth in the Construction Compliance Certificate (*see* Exhibit A).
- C. The Parties agree that it is in the best interest of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to development of the Project.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date and Termination

- 1.1. Effective Date. This agreement shall become effective on the Effective Date.
- 1.2. Termination. This Agreement may be terminated by mutual written agreement of the Parties. If the Agreement is terminated, Developer shall comply with all provisions of this Agreement that apply to any work already performed on the Project.

2. Vesting

This Agreement vests the Project to applicable existing County ordinances and regulations, including the form of Construction Compliance Certificate attached hereto as Exhibit A, for the development, construction, ownership, and operation of the Project effective as the Effective Date of this Agreement to the extent such ordinances and regulations are not superseded or preempted by federal or state law or permit.

3. Development Standards

- 3.1. Wind Turbine Setback Commitments. Developer agrees that the Project wind turbines shall comply with the following setbacks, specified below, and will meet or exceed the minimum setback (yard) requirements set forth in the attached Construction Compliance Certificate, as copied in the table below:

Setback Type	Distance
Project wind turbines from currently occupied residence, unless waived in writing by the owner of the occupied residence	1,320 feet
Project wind turbines from maintained County roadway, unless waived in writing by the County	1.1 times wind turbine tip height
Project wind turbines from maintained township roadway, unless waived in writing by the applicable township	1.1 times wind turbine tip height
Project wind turbines from existing overhead distribution and transmission lines, unless waived in writing by the infrastructure owner	1.1 times wind turbine tip height
Pursuant to Crawford County Construction Compliance Certificate	<p>*Front Yard: 1.0 x Turbine Tip Height (maximum height of turbine measured from top of foundation to tip of blade)</p> <p>*Side Yard: i) 1.0 times 'Rotor blade radius', plus 30' (maximum horizontal distance from center of turbine to tip of blade) without consent of adjoining property owner or easement/lease required of consenting landowner. ii) 0 feet with written consent of adjoining property owner</p> <p>*Rear Yard: i) 1.0 times 'Rotor blade radius', plus 30' (maximum horizontal distance from center of turbine to tip of blade) without consent of adjoining property owner or easement/lease required of consenting landowner. ii) 0 feet with written consent of adjoining property owner</p> <p>*Height Limitations: Per FAA approval received by Zoning Administrator, Duane Zenk</p>

- 3.2. Project Noise. Developer agrees to site Project wind turbines such that sound levels resulting from Project wind turbines will not exceed 45 dBA at the residences of landowners occupied as of the start of construction unless waived in writing by the owner of the occupied residence.

- 3.3. Shadow Flicker. Developer agrees to site Project wind turbines so as to limit shadow flicker resulting from Project wind turbines at currently occupied residences to 30 hours per year or less, unless waived in writing by the owner of the occupied residence.
- 3.4. Wind Turbine Lighting. Developer agrees to light Project wind turbines according to applicable Federal Aviation Administration (FAA) requirements.
- 3.5. Compliance with Applicable Laws. The Developer shall comply with all applicable local regulations, effective as of the Effective Date of this Agreement, governing the development, construction, and operations of the Project. Further, Developer shall develop, construct and operate the Project in a professional and workman like manner in accordance with standard industry practices.
4. **Amendments and Revisions**. This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and signed by an authorized representative of each Party.
5. **Assignments**. Developer may, within the terms of this Development Agreement, assign this Agreement to a successor or assign with the written approval of the County Board; provided, however, that approval is not required for assignment to an affiliate of Developer or assignment for collateral purposes to a financing party. When required, County approval of an assignment shall not be unreasonably withheld or delayed. The assignees shall then assume all responsibilities and duties pursuant to this Agreement.
6. **General Provisions**.
 - 6.1. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Developer and County and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
 - 6.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. For the purposes of resolving any dispute with respect to this Agreement, each Party agrees that the venue for any legal action shall be in Crawford County, Iowa.
 - 6.3. Severability. If any provisions of this Agreement are determined to be unenforceable, invalid or excessive by a court of competent jurisdiction, this Agreement can thereafter be modified to implement the intent of the Developer and County to the maximum extent allowable under law, and the remainder of this Agreement shall remain unaffected and in full force and effect.
 - 6.4. Authority. The Parties each represent and warrant that it has the respective power and authority and is duly authorized to enter into this Agreement on the terms and

conditions herein stated and to execute, deliver and perform its obligations under this Agreement. Developer shall provide the County a list of officers authorized to act for the Developer.

- 6.5. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Developer and the County and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 6.6. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, the Parties shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement, and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 6.7. Road Haul Agreement. The Parties acknowledge and agree that, prior to the commencement of Project construction, a separate agreement or agreements will be negotiated between the County and the Developer with respect to the Developer's use of County roads and rights-of-way during construction of the Project.
- 6.8. County Approval. The Parties hereto acknowledges and agree that time is of the essence. Any approval required by the County under this Agreement or pursuant to a Construction Compliance Certificate or any other approval related to the Project shall not be unreasonably withheld, conditioned or delayed. The County agrees to consider any request for approval and provide a response within 30 business days upon receipt of a complete application or request for approval.
- 6.9. Best Efforts. The Project shall use commercially best efforts to address the concerns to the Project raised by, Joseph P. Rosener, Aaron Kautzky, Justin John Heiman, David A. Hass, Kelly R. Riesberg including enhanced setbacks from occupied residences. Further, the Project intends to execute voluntary letter agreements with the individuals specified in this Section to memorialize the Project's setback commitments for their respective residences occupied as of the date of the applicable letter agreement.

7. Notices.

7.1. Written Notice. Either Party may give notice to the other at the address for that Party set forth below. Notices may be given by U.S. certified mail, personal delivery or professional messenger.

7.2. Addresses. Notices shall be given to the Parties at their addresses set forth below.

Crawford County	Auditor- Crawford County, IA 1202 Broadway, Suite 5 Denison, IA 51442
Developer	Mark Wengierski – Silver Queen Wind Farm, LLC Director of Development-East Region Scout Clean Energy 5775 Flatiron Parkway, Suite 120 Boulder, CO 80301 E-mail: mark@scoutcleanenergy.com
cc:	Jeremy P. Duehr – Silver Queen Wind Farm, LLC Attorney Fredrikson & Byron, P.A. 200 South Sixth Street, Ste. 4000 Minneapolis, Minnesota 55402 E-mail: jduehr@fredlaw.com

7.3. When Notice Effective. Unless otherwise provided in this Agreement, notice by U.S. certified mail, personal delivery, or professional messenger shall be effective upon receipt. Any Party at any time by notice to the other Party may designate a different address or person to which such notice or communication shall be given.

8. Default.

8.1. General Remedies. Any failure by a Party to perform a material obligation hereunder which is not remedied within forty-five (45) days after receipt by the defaulting Party of written notice of such failure shall be deemed a default under this Agreement and in such case, the non-defaulting Party shall be entitled to pursue any remedies available at law or in equity, including terminating this Agreement and collecting reasonable attorneys' fees from the defaulting Party. Notwithstanding the foregoing, so long as the defaulting Party has initiated and is diligently working to cure, the defaulting Party's cure period shall extend for a time period reasonably sufficient for the default to be remedied.

8.2. Noise Remedies. In the event a landowner has a complaint regarding the Project's noise at a residence occupied as of the start of construction, the landowner shall first address the noise complaint with the Project by contacting the Developer, in accordance with the notice provisions provided in Section 7.2. The Project shall then research the complaint and provide the landowner with a


report documenting whether the Project is operating in accordance with Section 3.2 no later than sixty (60) days after such complaint is received, weather and contractor availability permitting. If weather conditions or contractor availability delay such research and landowner report, Developer shall take reasonable commercial measures to conduct such research in a diligent manner and provide such report in a reasonable timeframe. If an overage to the noise level has occurred pursuant to Section 3.2, then the Project may operate the wind turbine(s) in a Noise Reduction Operations (NRO) mode or utilize some other method to achieve compliance with Section 3.2. In the event the landowner continues to have objections regarding the Project's noise level then those objections shall then be sent to Crawford County. Crawford County will then review the landowner objections, Developer's report to such landowner and any compliance measures undertaken by Developer, together with any subsequent research or report prepared by Developer on such issue and shall work with the Developer to determine any reasonable resolution measures needed to achieve compliance with Section 3.2.

9. **Entire Agreement.** This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Agreement is specifically intended to supersede all prior agreements whether written or oral.

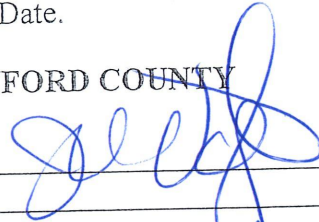
[Signatures follow on the next page.]

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

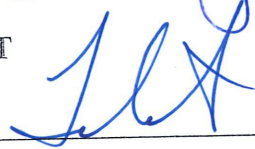
SILVER QUEEN WIND FARM, LLC

By: 
Its: President and CEO

CRAWFORD COUNTY

By: 
Its: _____

ATTEST

And: 

APPROVED

JUN 18 2021

BOARD OF SUPERVISORS
CHIEF CLERK

APPROVED

JUN 28 2021

CHAIRMAN
BOARD OF SUPERVISORS

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Exhibit A
Application for a Wind Tower Construction Compliance Certificate

\$200 FEE PAID Received by

CRAWFORD COUNTY ZONING

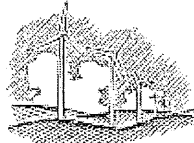
DUANE ZENK, ZONING ADMINISTRATOR

Fax: (712) 263-8668

P.O. Box 444 ~ Denison, IA 51442

Phone: (712) 263-5307

**APPLICATION FOR A WIND TOWER CONSTRUCTION
COMPLIANCE CERTIFICATE**



PLEASE RETURN APPLICATION WITH YOUR CHECK MADE PAYABLE TO:
CRAWFORD COUNTY ZONING IN THE AMOUNT OF \$200.00

Applicant: _____ Date: _____

Address: _____

Tower number: _____ Project name: _____

I hereby request a *Construction Compliance Certificate* to build a wind turbine structure on property belonging to: _____

Location of new tower: _____ Section _____ Township _____ Quarter _____

Turbine Brand Name: _____ Mega Watt Size: _____

*Zoning District: A-1 Agricultural

Minimum Setback (yard) Requirements:

*Front Yard: 1.0 x Turbine Tip Height (maximum height of turbine measured from top of foundation to tip of blade)

*Side Yard: i) 1.0 times 'Rotor blade radius' plus 30' (maximum horizontal distance from center of turbine to tip of blade) without consent of adjoining property owner or easement/lease required of consenting landowner.

ii) 0 feet with written consent of adjoining property owner

*Rear Yard: i) 1.0 times 'Rotor blade radius' plus 30' (maximum horizontal distance from center of turbine to tip of blade) without consent of adjoining property owner or easement/lease required of consenting landowner.

ii) 0 feet with written consent of adjoining property owner

*Height Limitations: Per FAA approval received by Zoning Administrator, Duane Zenk

Other Information: Setbacks of 1,000 feet will be maintained from all occupied homes, unless written consent of participating landowner is obtained.

I certify that the above information is true and accurate and that the above construction and use will comply with the Crawford County Zoning Ordinance in all respects.

Date: _____, 2011

Signed _____
(applicant)

Account # 000111 063003200000