

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Contract # Admin will assign	14162A
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Dept./Division	Dane County Department of Waste and Renewables	Vendor Name	Wisconsin Power and Light Company
Brief Addendum Title/Description	Authorizing an Amended and Restated Land Lease Agreement for Solar Array between Dane County ("County") and Wisconsin Power and Light Company ("WPL"), hereafter referred to individually as "Party" and collectively as "Parties"	Vendor MUNIS #	260
		Addendum Term	11/19/20-11/19/40
		Amount (\$)	\$ 0.00

Department Contact Information		Vendor Contact Information	
Contact	John Welch	Contact	Ben Tanko
Phone #	608-516-4154	Phone #	608-290-5442
Email	welch@countyofdane.com	Email	bentanko@alliantenergy.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input checked="" type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	11/19/20-11/19/40	\$ 9,660.00	<input type="checkbox"/> None	Res# 2020-268
	14162A	11/19/20-11/19/40	\$ 0.00	<input type="checkbox"/> None	Res# 2021-385
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 9,660.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Carlos Pabellon	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>3/3/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 3, 2022 9:32 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14162A
Attachments: 14162A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/3/2022 9:33 AM	Approve: 3/3/2022 9:33 AM
	Patten (Purchasing), Peter		Approve: 3/3/2022 9:51 AM
	Pabellon, Carlos	Read: 3/3/2022 10:47 AM	Approve: 3/3/2022 2:45 PM
	Lowndes, Daniel	Read: 3/3/2022 9:48 AM	Approve: 3/3/2022 3:09 PM
	Stavn, Stephanie	Read: 3/3/2022 10:58 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Contract #14162A
Department: Dept of Waste & Renewables
Vendor: Wisconsin Power & Light
Contract Description: Amended & Restated Land Lease Agreement for Solar Array (Res 385)
Contract Term: 4/1/22 – 4/1/42
Contract Amount: \$9,660

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

2021 RES-385

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3 Authorizing an Amended and Restated Land Lease Agreement for Solar Array between
4 Dane County (“County”) and Wisconsin Power and Light Company (“WPL”), hereafter
5 referred to individually as “Party” and collectively as “Parties”
6

7 In 2020, Dane County (“County”) and Wisconsin Power and Light Company (“WPL”)
8 entered into a Land Lease Agreement for Solar Array. A solar array has been planned
9 and designed to be constructed on approximately 90 acres of County-owned land in the
10 Town of Cottage Grove. The proposed Amended and Restated Land Lease Agreement
11 incorporates the details of the designed facility and previous lease terms.

12 Known as the Yahara Solar Project, this 17-megawatt (MW) solar array will include over
13 33,000 solar panels and produce more than 31,000 megawatt-hours of renewable
14 electricity. The renewable electricity generated from this new project will reduce
15 greenhouse gas emissions in an amount equivalent to the emissions produced by over
16 4,700 vehicles or the burning of 24 million pounds of coal per year.

17 **NOW, THEREFORE, BE IT RESOLVED** that County Board approves the Amended
18 and Restated Land Lease Agreement for Solar Array be awarded between Dane
19 County Waste and Renewables and Wisconsin Power and Light Company (WPL) and
20 the County Executive and County Clerk are authorized to execute the amended lease
21 document.

DANE COUNTY, WISCONSIN

AND

Wisconsin Power and Light Company

AMENDED AND RESTATED
LAND LEASE FOR SOLAR ARRAY

This Amended and Restated Land Lease for Solar Array (the "Lease") is made and entered into as of the date set forth on the signature page hereto by and between Dane County, Wisconsin ("County"), a quasi-municipal corporation, and Wisconsin Power and Light Company ("WPL") a business entity formed under the laws of the State of Wisconsin. County and WPL are hereafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS County desires to reduce its reliance on fossil fuels used to generate the electricity consumed by County and partner with WPL to achieve 100% renewable electricity status for county operations; and

WHEREAS WPL and County desire to enter into a lease of County owned land and secure rights to facilitate the construction and operation of a photovoltaic array (the "PV System," as defined below) to generate solar electricity; and

WHEREAS, County and WPL desire to further cooperate in obtaining all necessary governmental approvals, permits, and certifications to permit the construction and operation of the PV System and to authorize the agreements necessary to accomplish the conveyance of renewable energy credits generated by the PV system to County under the terms and conditions set forth in this Lease, and any related concomitant agreements;

NOW, THEREFORE, County and WPL agree as follows.

AGREEMENT

1. EFFECTIVE DATE AND COMMENCEMENT DATE

Subsequent to full execution by the representatives of both Parties, this Lease shall become effective as of the date this Lease is fully executed by the Parties. ("Effective Date"). The "Commencement Date" of the Lease shall be the date on which the PV System is commercially operational, as defined as the date by when electric generation begins. If the Commencement Date does not occur by December 31, 2025, the Lease shall be void and of no further effect.

2. LEASE TERM AND EXTENSION OPTION

The initial term of this Lease shall commence on the Effective Date and expire as of 11:59 p.m. on the date that is 20 years after the Commencement Date ("Initial Term").

If not in default hereunder, WPL shall have three options to extend the Lease for additional terms of five years, exercisable by giving written notice of extension to County not less than 120 days prior to the expiration of the Initial Term and, if an extension option is exercised, not less than 120 days prior to the expiration of that extended Lease term.

3. DESCRIPTION AND USES OF THE PREMISES

The Premises, as depicted and legally described in attached Exhibit A, consists of approximately 90 acres of vacant land in the Town of Cottage Grove, Wisconsin near the Dane County

Rodefild Landfill (“Landfill”) in Dane County, Wisconsin, and abutting Femrite Drive. County hereby leases the Premises exclusively to WPL for the purpose of, planning, designing, constructing, installing, re- installing, operating, repairing, re-locating and maintaining a solar photovoltaic electric power generating system, including, without limitation, solar photovoltaic panels, solar resource measurement equipment, support structures, foundations, pads, footings, fencing, electrical inverters and transformers, meters, switches, breakers, fixtures, equipment storage, electric wiring, distribution and transmission lines, access roads, interconnection facilities and related structures and facilities and equipment that has the capacity of generating no less than 16 MW AC (Nameplate Capacity), based upon the land and structures shown in Exhibit A, and interconnection assumptions. WPL shall take all efforts to optimize the Premises so that capacity is approximately 17.3 MW AC, based on design layout (collectively the “PV System”) on the Premises under the terms and conditions set forth in this Lease. Without limiting the foregoing, County expressly agrees that WPL, and its employees, authorized agents and contractors on WPL’s behalf, may exercise the following rights:

A. **Access Rights.** The right of vehicular and pedestrian ingress and egress to and from the PV System over the Premises.

B. **Utilities Rights.** The right to construct, install, re-install, operate, relocate and maintain electric wiring, distribution and transmission lines, and communications lines across the Premises. WPL shall provide the County an as-built survey, showing the County the location of such improvements upon completion of construction.

C. **Construction, Operation, and Maintenance Rights.** The right to construct, install, operate and maintain the PV System, and the utility facilities in Section 3.B, extending 10 feet on either side of the utility facilities.

D. **Solar Insolation Rights.** The exclusive right to capture unimpeded solar insolation throughout the Premises. County shall not install on the Premises nor allow any person or entity under its control (other than WPL) to install any obstruction that may impair solar insolation to the PV System. WPL may remove from the Premises any trees and vegetation which may in WPL’s sole judgment, impede or interfere with solar insolation to the PV System, provided that prior written notice is given to County. Notwithstanding the foregoing, County shall retain the right to construct or place on, in or under the Premises structures or improvements required by state or federal law or regulation, or by agency rule, order, advisory or directive associated with the operation or development of the Landfill, so long as any such actions do not interfere with the operation of the PV System. County shall also have the right to construct and expand its Landfill on neighboring properties, as set forth in Exhibit E.

E. **Inspection Rights.** WPL shall have the right to undertake activities upon the Premises that WPL determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish the installation, re-installation, relocation, repair, operation, and maintenance of the PV System, including conducting surveys and geological, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as WPL may choose,

whether or not currently known, and with the right of entry on the Property for such purposes. Such activities shall not interfere in any manner with the operation of the Landfill.

WPL accepts the Premises in the condition existing as of the Effective Date of this Lease, and agrees to use the Premises only for the purpose set forth herein. WPL stipulates that any inspection, environmental assessment, survey or any other examination or study concerning the Premises or use thereof that is material to WPL's decision to enter into this Lease has been performed prior to WPL's execution of the Lease. The PV System shall be the sole property of WPL, and County shall have no ownership or other interest therein.

4. POLLINATOR FRIENDLY VEGETATION

WPL shall, in accordance with Exhibit F, plant and maintain in certain unimproved areas and to the extent possible the areas under and between the solar panels on the Premises native perennial vegetation designed to attract pollinators. Such planting and maintenance shall be in accordance with solar industry best practices for developing pollinator habitat, including allowing reasonable access to the PV System and using vegetation that will not grow to levels that cause shading of the PV System. As used herein, "pollinator" shall include bees, butterflies and other insects that pollinate flowering plants.

5. EASEMENTS

Separate to this Lease, Parties agree to negotiate easements to grant, convey and warrant to WPL additional easements upon, over, across, and under the Premises, and any other property owned by the County that is adjacent to the Premises that may be necessary to construct and operate the PV System.

6. DESIGN AND PLACEMENT OF PV SYSTEM

A. The design and placement of the PV System is depicted in the Site Development Plan attached to this Lease as Exhibit F. If changes to Exhibit F are necessary after execution of this Lease, WPL shall have the right to update the Site Development Plan and replace Exhibit F by following the procedure set forth in Section 6.B.

B. If WPL proposes to materially alter Exhibit F after the Effective Date, WPL shall provide County with a revised site development plan for review and comment. Within fifteen (15) days after County has been provided with the revised site development plan, County shall provide WPL with comments regarding the proposed location of the PV System. If County raises any concerns during such 15 day period, WPL shall use commercially reasonable efforts to address any reasonable concerns expressed by the County in a revised draft of the site plan, such concerns being weighed against WPL's costs, financing and timing constraints, and the construction and operation of the PV System. Under no circumstances shall the construction of the PV System begin without WPL providing the County with at least thirty (30) days prior notice of WPL's intent to commence construction.

7. RENT AND RENEWABLE ENERGY CREDITS

A. RENT

1) The feasibility period of the use described in Section 3 shall commence on the Effective Date and end on the Commencement Date (“Feasibility Period”). During the Feasibility Period, WPL shall pay to County rent (“Initial Rent”) on an annual basis in the amount of thirty-five and 00/100 Dollars (\$35.00), per acre until Commencement Date or termination of this agreement, whichever occurs first. As of the Effective Date, the Initial Rent shall be (\$4830.00) per year. For the first year of the Feasibility Period, the Initial Rent shall be due and payable within thirty (30) days of the Effective Date of this Lease and shall be prorated for any partial year. Thereafter, during the Feasibility Period, the Initial Rent shall be due and payable on the anniversary date of the Effective Date of this Lease. Payment of rent shall be by check made payable to Dane County, such that it is received on or before the due date. Payments not received when due hereunder shall accrue interest from the due date until paid in full at the rate of one percent per month, payable on a pro rata per diem basis.

B. RENEWABLE ENERGY CREDITS

1) The operations period of the use described in Section 3 shall commence on the Commencement Date (“Operations Period”) and end when the Term of the Lease expires or is terminated. Upon the commencement of the Operations Period, the Initial Rent shall be prorated for any partial year.

2) As used herein, “Renewable Energy Credits” (“RECs”) means (a) any renewable energy credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or Green-e products related to renewable energy production; and (b) any other characteristics of electric power generation of the PV System that have intrinsic value, separate and apart from the energy output, arising from the perceived environmental benefits of the PV System, as such characteristics may be recognized, administered, owned, held, pledged, bought, sold, traded, disposed of or otherwise regarded under Law. Renewable Energy Credits shall not mean any tax or investment credits from the PV System. Any distribution or allocation of these credits shall be done outside of this Agreement. Nothing in the Agreement shall commit WPL to assigning or transferring tax or investment credits to the County.

3) As used herein, “M-RETS” means the Midwest Renewable Energy Tracking System, a generation information and generation attribute tracking system, its successor or any other system mutually agreed to by the Parties that records renewable energy generation meeting certain requirements of the tracking system and issues tradable instruments associated with that generation.

4) Prior to the Operation Period, County shall establish an M-RETS account and shall register the PV System in County's M-RETS account such that all RECs generated by the PV System can be assigned directly to County. WPL will assist County with PV System registration in M-RETS, as needed. All fees associated with establishing and maintaining the M-RETS account and the issuance or the retirement of the associated RECs shall be paid directly by County. During the Operations Period, WPL agrees that any RECs generated by the PV System shall be assigned directly to County. Legal title including all rights, title, and interest in, and all benefits associated with the RECs shall immediately pass from WPL to County upon the registration of the PV System in County's M-RETS account. This assignment shall be in lieu of cash payments for rent during the Operations Period.

5) In order to effectuate the direct assignment of RECs to County, WPL will take all necessary steps to assist County with register of the PV System under the County's M-RETS account so that RECs are deposited in such account when they are generated. This includes assistance with required M-RETS documentation, including a M-RETS Schedule A Form, system design information, interconnection agreement, power purchase agreement, contract and engineering reports, as needed.

6) County will take commercially reasonable efforts to submit a Green-e Energy Tracking Attestation Form to CRS so that the facility has an Approved Tracking Attestation on File with CRS, or to have the facility CRS Listed. WPL may assist County with submission of Attestation Form, if requested.

7) If at any time, M-RETS or any other entity inquires, investigates or audits ("Audit") the RECs generated by the PV System, WPL shall use commercially reasonable efforts to assist County during the Audit and shall cooperate with County until the completion of the Audit.

8) Exhibit B provides the calculation of the estimated annual energy production and expected RECs for each year of the Term.

The annual quantity of guaranteed RECs generated by the PV System for each year of the Term is provided in "Exhibit C – Final Annual REC Guarantee" (the "Minimum Guarantee"). The Minimum Guarantee will be first satisfied by the RECs generated by the PV system.

i. Starting on the first anniversary of the commencement of the Operation Period, shortfalls in the Minimum Guarantee shall be calculated on an annual basis. Any shortfall of the Minimum Guarantee will be made up by WPL assigning RECs from other renewable generation to County ("Shortfall RECs"). Any Shortfall RECs assigned to County must be of equal number to the RECs equal to the shortfall and of similar type of RECs generated by the PV System. Accordingly, WPL agrees that all Shortfall RECs shall be Green-e eligible or Certified and created within the past 12

months from Wisconsin solar or wind projects (Local RECs) unless not economically viable or available.

ii. If Local RECs are not economically viable or available, WPL must present County with the following: (a) information demonstrating that the cost of Local RECs is 50% above the 6-month average sales price for such RECs in the MISO market or (b) information that the Local RECs are not available.

iii. Upon WPL's demonstration that Local RECs are neither economically viable nor available, County agrees that WPL may provide County with Green-e eligible or certified RECs that were created within the past 12 months in the Midcontinent Independent System Operator (MISO) footprint in lieu of Local RECs.

iv. Assignments of Shortfall RECs shall occur within 90 days of the end of the Calendar Year. For any operating year that is not a complete calendar year, the shortfall shall be adjusted pro rata for the number of days of operation.

9) The Parties shall execute all such documents and instruments, and permit all such auditing, monitoring and verification as may be required, in order to effect or document the assignment of the RECs to County.

10) The parties acknowledge that this Lease is being entered into based on current laws and regulations with respect to the production, sale and use of RECs. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the assignment procedure set forth in this Lease so that the implementation of this Lease becomes impossible or impracticable, or otherwise revokes or eliminates the tracking of RECs in M-RETS, the Parties hereto agree to negotiate in good faith to amend this Lease to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Lease.

8. FEASIBILITY PERIOD OBLIGATIONS

A. WPL may, at its own cost, undertake any studies, tests, monitoring, sampling, investigations, surveys, examinations, assessments, environmental reviews, geotechnical analyses, or evaluations of the Premises in order to determine the cost, requirements, conditions, feasibility and suitability of the Premises for WPL's intended use ("Feasibility Analyses"). County shall cooperate with WPL in connection with the Feasibility Analyses. With the exception set forth in Section 8.C., any and all data and information collected by or on behalf of WPL in connection with the Feasibility Analyses is and shall remain the sole property of WPL. County shall make available to WPL for inspection copies of all reports, agreements, studies, surveys, plans and other records of

Owner as such information may relate to the Premises or WPL's intended use to construct and operate a PV System.

B. WPL may undertake the Feasibility Analyses during the Feasibility Period. Access to the Premises for Feasibility Analyses shall be on existing roads or across the land with a minimum of disturbance. WPL shall provide County with at least 5 business days advance notice of ground-disturbing activities to be undertaken by or on behalf of WPL upon the Premises in connection with the Feasibility Analyses, which may include excavations, drilling, sampling, the establishment of temporary testing or monitoring facilities or equipment, and such other activities normally and reasonably required for the Feasibility Analyses that may cause a physical disturbance of the surface or subsurface of the Property. Upon completion of the Feasibility Analyses, WPL shall restore any damaged or disturbed portions of the Premises to substantially the same condition as existed immediately prior to such damage or disturbance. WPL shall not, however, commence construction of the PV System on the Property without providing the thirty (30) days written notice to the County as specified in Section 6.

C. WPL shall, at no cost, provide to County any and all data and information from the Feasibility Analyses for informational purposes so that the presence of subsurface deposits of clay on the Premises can be determined but WPL will not be responsible for County's reliance upon the Feasibility Analyses.

D. During periods of construction or other ground-disturbing activities, WPL shall comply with all erosion control and stormwater control statutes, regulations, ordinances and practices applicable in Dane County.

E. WPL agrees to follow all federal, state and local laws and regulations applicable to the demolition and disposal of any structures on the Premises.

F. If Hazardous Substances, as defined in Section 12.B., are uncovered during the Feasibility Period, County shall have the right to terminate this Lease if it determines, in its sole discretion, that the cost of remediation is greater than the financial consideration it expects to receive under this Lease.

G. WPL agrees to be responsible for securing any necessary permits, regulatory approvals, CUPs, or other zoning approvals (collectively "Approvals") that are necessary in order to construct and operate the Premises as a PV System. After the Effective Date of this Lease and prior to the Commencement Date, WPL shall use reasonable efforts to secure Approvals. County shall cooperate with WPL as appropriate in securing these Approvals. If WPL is unable to secure necessary Approvals for construction of the PV System by May 31st, 2025 ("Approvals Date"), the Parties shall meet to determine the status of the remaining open Approvals, and the Parties shall use good faith efforts to determine a reasonable resolution, including extending the Approvals Date for a reasonable time to allow for WPL to obtain such outstanding Approvals. In the event WPL does not obtain such outstanding approvals by the Approvals Date, including any extensions thereto which are mutually agreed upon by the Parties, then either Party shall

have the right to terminate this Lease by providing written notice to the other Party no later than twenty (20) days following such date, and neither Party shall have any obligations nor liabilities to the other. If prior to the Approvals Date WPL determines, in its sole discretion, that it is unable to secure necessary Approvals, WPL may terminate this Lease by providing twenty (20) days prior written notice to the County, and neither Party shall have any obligations nor liabilities to the other.

H. WPL shall make a one-time lump-sum payment to County for crop damage on per-acre basis (prorated for fractional portions) (the "Crop Damage Payment") for any portion of the Premises that is damaged as a result of any activity it undertakes during the Feasibility Period. The Crop Damage Payment shall be an amount that is equal to the amount that is the greater of (a) the actual, documented out-of-pocket costs theretofore incurred by County or County's tenant in planting, irrigating and fertilizing such crops within such portion of the Property that is taken out of commercial crop production by WPL; or (b) the average yield per acre per year of the Premises for the crop during the prior three (3) years, multiplied by the most recent price per unit for the crop published by the USDA National Agricultural Statistics Service, multiplied by the number of acres within such portion of the Premises that is taken out of commercial crop production by WPL. County shall provide WPL with all documents and information that are reasonably necessary in order to calculate the Crop Damage Payment. The Crop Damage Payment shall be due and payable within thirty (30) days after the Parties reach agreement on the amount thereof. Notwithstanding the foregoing, the Crop Damage Payment is subject to County's duty to reasonably mitigate monetary damages (including, but not limited to, an obligation not to enter into any agreements or take any other actions that would have the effect of unreasonably increasing the amount of the Crop Damage Payment).

9. INTENTIONALLY DELETED.

10. UTILITIES FOR LANDFILL OPERATIONS

County shall retain the right to install and maintain in, on or under the Premises, sewer, water, gas, electric and telephone lines, navigation aids, or other installations and equipment, including cable, wire and fiber, necessary or beneficial to Landfill operations. To the maximum practicable extent the exercise of rights under this Section 10 shall be accomplished without interference with WPLs use of the Premises.

11. HOLDOVER AND CONDITION OF PREMISES UPON LEASE TERMINATION

Within one year of expiration or earlier termination of this Lease (the "Removal Period"), WPL shall remove from the Premises the PV System, and all improvements, equipment and other items or materials constructed, installed or placed by WPL or with WPL's permission in, on or under the Premises (provided that underground improvements shall be removed to a depth of three feet below grade); and the Premises shall be surrendered to County in condition substantially similar to that existing on the Effective Date. In the event WPL fails to surrender the Premises as required herein, WPL shall indemnify and hold County harmless for such holdover,

and shall pay all costs, damages, expenses and fees, including legal expenses and fees, incurred by County as a result of continued occupancy of the Premises by WPL or its property after the expiration of the Removal Period, as it may be extended hereunder. If WPL fails to surrender the Premises in the condition herein required by expiration of the Removal Period, as it may be extended hereunder, WPL shall pay rent during such holdover period at a rate that reflects the fair market value per acre of the Premises on the date the Lease terminated and, at County's option, all property remaining on the Premises may be deemed abandoned by WPL and subject to removal by County at WPL's expense. Acceptance by County of rent after expiration or earlier termination of this Lease shall not result in a renewal or extension of the Lease or the creation of another lease.

12. INSURANCE AND INDEMNIFICATION

A. GENERAL INDEMNIFICATION

WPL is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. To the maximum extent permitted by law, each Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party and such other Party's agents, representatives, appointees and employees ("Indemnified Party") from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, to the extent that such loss, damage, injury, or death arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of the Indemnifying Party, Indemnifying Party's employees, agents, contractors, suppliers or invitees while on the Premises; or (ii) the exercise of the rights granted herein by Indemnifying Party, Indemnifying Party's employees, agents, contractors, suppliers or invitees. The Indemnifying Party's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of the Indemnified Party, Indemnified Party's employees, agents, contractors, suppliers or invitees. The obligations of County and WPL under this paragraph shall survive the expiration or earlier termination of this Lease. Nothing in this section is intended or shall be construed as a waiver of the limitations of Section 893.80, Wisconsin Statutes.

B. ENVIRONMENTAL PROTECTION

WPL shall ensure that WPL and WPL's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting WPL's activities on the Premises. As used in this Lease, "Environmental Laws" means all laws, rules, regulations, regulatory agency guidance provisions and policies, ordinances, applicable court decisions, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of any substance, chemical or waste on or affecting the Premises identified as hazardous, toxic or dangerous that could be detrimental to health, public welfare, or the environment (collectively, "Hazardous Substances"). WPL shall indemnify, defend and

hold County harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any Party or governmental authority of any kind, arising in connection with (i) release of Hazardous Substances by WPL, its employees, agents, contractors, suppliers or invitees causing contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) violation of any Environmental Law as a result of any activity or operation of WPL, its employees, agents, contractors, suppliers or invitees conducted on the Premises or under authority of this Lease. WPL's obligations and liabilities under this subsection shall continue so long as County may bear any liability or responsibility under Environmental Laws for any activities conducted by WPL, WPL's employees, agents, contractors, suppliers or invitees on the Premises or under authority of this Lease. County's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. WPL shall promptly notify County of any action or condition that is contrary to any provision of this section.

County represents and warrants to WPL that County has no knowledge of any Hazardous Substances on or affecting the Premises. Notwithstanding any provision contained in this Lease to the contrary, County will have sole responsibility for complying with any applicable statutory or regulatory requirements relating to the remediation and cleanup of any Hazardous Substance discovered on the Premises, unless such Hazardous Substance was brought on to Premises or released by WPL, its employees, agents, contractors, suppliers or invitees.

C. INSURANCE REQUIREMENTS

WPL shall, by the Effective Date of this Lease, obtain Commercial General Liability Insurance, including pollution, with coverage of \$3,000,000, per claim and \$3,000,000 in the aggregate. The insurance required hereunder shall be primary and non-contributory. All policies shall name County as an additional insured for the negligence of WPL arising out of this lease agreement. WPL shall, prior to commencing activities at the Premises, provide County with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. WPL's insurer shall send to County written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof.

Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the Effective Date of this Lease and the certificate of insurance provided therefore shall state that coverage is claims- made and indicate the retroactive date. WPL shall maintain all insurance coverage required hereunder for the duration of this Lease and for one year following the expiration or earlier termination hereof. WPL shall have the right to self-insure to the above-stated limits. Nothing in this section is intended or shall be construed as a waiver of the limitations of Section 893.80, Wisconsin Statutes.

D. SUBCONTRACTORS

In the event of any subcontract of work performed on the Premises, WPL, unless agreed waived by County (which agreement shall not be unreasonably withheld), shall furnish evidence to County that each subcontractor hired by WPL and providing more than \$250,000 of work upon the Premises in any 12-month period has in force and effect insurance policies providing the coverage required hereunder.

13. TAXES AND CHARGES

WPL shall pay as they become due any and all personal property taxes, real estate taxes on any site improvements, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any of WPL's improvements, conditions, property, use, activities or WPLs operations of any kind on the Premises. WPL shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by County, in the name of County, provided that, if unsuccessful WPL shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including attorney fees, that may result from any such action by WPL, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, WPL shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty. As of the Effective Date, the County represents that the Premises are exempt from real property taxes on the land. The County will take no action to change the exemption status of the Premises' land. In the event that state law were to change and make the Premises' land subject to real estate taxes, the County shall pay any taxes due, If the County no longer owns the Premises at any time during the Term, any subsequent owner of the Premises shall be solely responsible for paying any real property taxes relating to the Premises.

14. COMPLIANCE WITH RULES, REGULATIONS AND LAWS; PERMITS AND APPROVALS

WPL and all persons operating under the rights granted under this Lease shall observe and comply with all federal, state, and local laws and regulations, and all rules, orders or directives promulgated or issued by any governmental body, department or agency having jurisdiction over the Premises and activities thereon, as such laws, regulations, rules, orders and directives are now in effect or as hereafter amended, approved or adopted. County shall cooperate in good faith with WPL to obtain and maintain any permits or authorizations needed for the PV System.

15. DISCRIMINATION PROHIBITED

WPL, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise

subjected to discrimination in the use of the Premises or any improvement thereon; (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States; (c) that WPL shall provide access to the Premises for the physically disabled as required by all applicable federal, state and local laws and regulations.

16. LANDFILL PROTECTION CLAUSE

County reserves and retains at all times for the benefit of County and the public the right to pursue all operations of the Landfill, including the right to expand the Landfill in the surrounding properties of the Premises as specified in Exhibit E. County shall also have the right to construct and expand another landfill on surrounding properties. WPL shall not use or permit the use of the Premises in any manner that that adversely impacts the expansion or operation of the Landfill or the creation of a new landfill on surrounding properties, provided, however, the expansion or operation of the Landfill or the creation of a new landfill on surrounding properties shall not adversely impact nor reduce the exclusive right to capture unimpeded solar insolation throughout the Premises. Further, WPL shall not have any claim against County due to any future impacts to the PV System from birds or dust caused by landfill operations.

17. ASSIGNMENT

While not in default under this Lease and upon advance written notice to County, WPL may assign rights held hereunder to an affiliate of WPL or, upon the consolidation, merger, or reorganization of WPL, with another entity involved in or organized pursuant to such consolidation, merger, or reorganization. Any assignment that is not within the scope of the preceding sentence shall require the prior written consent of County, which shall not be unreasonably withheld.

18. DUTY TO MAINTAIN APPEARANCE AND CONDITION OF IMPROVEMENTS

Throughout the entire term of this Lease, WPL shall maintain the PV System and all other improvements and equipment on the Premises in good order, repair, condition and appearance, and shall cause all necessary repairs, renewals, replacements, refurbishment, painting, and cleaning to be promptly performed such that all said improvements and equipment remain in as good repair and appearance as on the date the improvements and equipment were first erected or otherwise placed on the Premises, as is reasonably determined by County.

19. DEFAULT BY WPL AND COUNTY'S REMEDIES

A. WPL IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

1) WPL's default in complying with or performing any covenant or obligation under this Lease, and the failure of WPL to remedy such default for a period of 30 days after receipt of written demand from County to remedy the same, including failure to provide County with the Minimum Guarantee of RECs or Shortfall RECs in accordance with Section 7.B of this Lease. Said demand is not effective unless it specifically describes the default that is the subject of the demand. Notwithstanding the foregoing, if a default, other than the obligation to timely pay rent or transfer RECs, will take longer than 30 days to cure, WPL shall be entitled to an extension of the time period to cure for the length of time necessary to complete the cure, so long as WPL has commenced and is diligently pursuing the cure to completion;

2) WPL's failure, after the Commencement Date, to maintain the PV System at a minimum of 50% Nameplate Capacity for 12 consecutive months for reasons other than Force Majeure, curtailment of the PV System resulting from acts or omissions of a utility, transmission provider, or Governmental Authority, or acts or omissions of County, including County's breach of this Lease;

3) The commencement by or against WPL, as a debtor, of a proceeding involving bankruptcy, rearrangement, reorganization, receivership, or custodianship under federal, state or foreign law, and such proceeding is not dismissed with prejudice within 60 days of such filing;

4) WPL makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for WPL or the property of WPL or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for WPL or the property of WPL or any part thereof, and such appointment is not discharged within 60 days;

5) The abandonment by WPL of the Premises, except in connection with its surrender thereof to an approved assignee. For purposes of this Article 19(a)(5), "abandonment" shall mean that, after the Commencement Date, the PV System remains inoperable for a period of six (6) months or greater not due to a Force Majeure Event, act or omission of County, or some other event as excused pursuant to this Lease, and has indicated to County either in writing, or by not responding to repeated written notices by County, WPL's affirmative intent to abandon the PV System or to otherwise cease to continue to operate the PV System in the future.

B. COUNTY'S REMEDIES UPON MATERIAL BREACH BY LEESEE

Upon material breach of the Lease by WPL, County may give WPL written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Upon termination under this section, all rights conveyed to WPL under this Lease shall cease. Any termination under this section must be expressly noticed as set

forth herein, and neither notice to pay rent or to deliver up possession of the Premises given pursuant to law, nor any proceeding instituted by County, nor the failure by WPL for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease.

C. INTENTIONALLY DELETED.

20. DEFAULT BY COUNTY AND WPL'S REMEDIES

A. COUNTY IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

1) WPL is unable to use the Premises because of any law, rule, regulation, or act or failure to act on the part of the County, provided the condition causing the inability to use the Premises occurs for more than five (5) consecutive days or ten (10) total days in any year of the Term, and is not due to a failure by WPL to comply with any provision of this Lease, or otherwise due to any act or omission of WPL, WPL's employees, agents, contractors, suppliers or invitees; or

2) County's default in complying with or performing any covenant or obligation under this Lease, and the failure of County to remedy such default for a period of 30 days after receipt of written demand from WPL to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. Notwithstanding the foregoing, if a default will take longer than 30 days to cure, County shall be entitled to an extension of the time period to cure for the length of time necessary to complete the cure, so long as County has commenced and is diligently pursuing the cure to completion.

B. WPL'S REMEDIES UPON MATERIAL BREACH BY COUNTY

Upon material breach by County as set forth above, WPL may give County written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if County shall have remedied the breach specified in the notice prior to County's actual receipt of said notice. WPL may alternatively, at its sole option, elect to continue the Lease. If WPL does not elect to continue the Lease, WPL shall have the option to remove the PV System from the Premises, or abandon in place all or a portion of the PV System, and shall have all rights to pursue the recovery of direct damages from the County, and all other remedies available to it at law and in equity.

21. REMEDIES CUMULATIVE, NO IMPLIED WAIVER

All rights and remedies of County and WPL contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from

any acceptance by County of any rent or other payments due hereunder or any omission by County to take any action on account of such default or breach if such default or breach persists or is repeated, and no express waiver shall be effective in a manner other than as expressly specified in said waiver.

The consent or approval by County to or of any act by WPL requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent or approval to or of any subsequent similar acts by WPL. No waiver by WPL of County's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by WPL of any subsequent default or breach by County.

22. OWNERSHIP OF RENEWABLE ENERGY CREDITS

Within 30 days of creation, WPL shall assign any Renewable Energy Credits to County whereupon they shall become the exclusive property of County.

23. ENTRY UPON PREMISES

County may enter upon the Premises at any reasonable time with reasonable prior notice, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Premises for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction. During any such entry, the County shall be accompanied by WPL and the County shall be fully responsible for any damage to or interference with the operation of the PV System caused by the County or any person accompanying the County during the access.

24. SUCCESSORS AND ASSIGNS BOUND

All the terms, covenants and conditions of this Lease shall extend to and bind the successors and assigns of the Parties.

25. SEVERABILITY

If any term or condition of this Lease shall be deemed to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

26. LAWS, VENUE, AMENDMENT, ENTIRE AGREEMENT

This Lease shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin with venue of any dispute in Dane County Circuit Court. This Lease shall not be construed more strictly as to either Party on the basis of which Party is more responsible for its preparation. All terms and conditions agreed upon by the undersigned Parties with respect to the subject matter of this Lease are contained herein, and each Party specifically acknowledges by its execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other Party, its employees or agents with respect to this Lease or any of the matters and rights addressed herein.

27. NOTICES

Except as provided below with respect to emergencies, notice to either Party shall be sufficiently served if it is in writing and is delivered by electronic mail and also either physically delivered or delivered by certified mail, to the Party at its address as set forth below, or to such other address as may be provided by the Party in writing from time to time.

County:
Dane County Attn: John Welch
Department of Waste and Renewables
7102 U.S. Hwy 12 & 18
Madison, WI 53718

With copy to:
Carlos Pabellon,
Office of the Corporation Counsel
210 Martin Luther King, Jr. Blvd, Room 419
Madison, WI 53703

WPL:
Wisconsin Power and Light Company
Attn: Ben Tanko
4902 Biltmore Lane
Madison, Wisconsin 53718

With copy to:
Marney Hoefer, Senior Attorney
4902 N. Biltmore Lane
Madison, Wisconsin 53718

WPL shall provide to County, in writing, the name, address and telephone number(s) of a representative authorized to act on behalf of WPL with respect to performance under this Lease that County can contact 24 hours per day, seven days a week, in the event of exigent circumstances involving the lease.

28. TIME IS OF THE ESSENCE

Time is of the essence in performance under this Lease.

29. FORCE MAJEURE

Force Majeure shall mean occurrences caused by or resulting from severe weather conditions, war, insurrection, riot, civil commotion, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond a Party's reasonable control. Neither Party shall have any liability whatsoever to the other Party on account of any event of Force Majeure. If this Lease

specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect WPL's obligation to pay rent, transfer RECs or other moneys due, nor shall it extend the term of this Lease.

30. PROPERTY RIGHTS RESERVED

All rights granted WPL under this Lease are subject and subordinate to the terms and conditions of any real property rights recorded against the Premises in the public records of Dane County, Wisconsin prior to the Effective Date.

31. COUNTERPARTS AND COPIES

The Parties may evidence their agreement to be bound by the terms of this Lease upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

32. CONSEQUENTIAL DAMAGES

Unless expressly stated otherwise in this Lease, neither Party shall be liable to the other Party for incidental, consequential, special, punitive or indirect damages.

33. CONFIDENTIALITY

The Parties acknowledge that during the course of the performance of their respective obligations under this Lease, either Party may need to provide information to the other Party that the disclosing Party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential, shall be treated confidential by the receiving Party and shall not be disclosed to any other person without the prior consent of the disclosing Party. If the County determines that any record identified by WPL as containing such confidential information may need to be disclosed pursuant to a request made in accordance with Wisconsin's Public Records Law, the County shall provide reasonable prior notice to WPL before releasing the record.

34. NO THIRD-PARTY BENEFICIARIES

No provision of this Lease is intended to nor shall it inure to the benefit of any third party so as to constitute any such person as a third-party beneficiary under this Lease.

35. ADDITIONAL ACTIONS

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties.

36. QUIET ENJOYMENT

Subject to County's right to operate and expand the Landfill, and the right to construct a new landfill as set forth in Section 16, WPL shall have the quiet use and enjoyment of the Premises and the rights granted hereunder.

37. MEMORANDUM OF LEASE

Contemporaneously with execution of this Lease, the Parties agree to execute a memorandum of this Lease substantially in the form attached hereto as Exhibit D, which may be recorded by WPL at WPL's cost in the county where the Premises are situated. Upon the termination or expiration of this Lease, WPL shall ensure that appropriate termination of lease documentation is recorded.

38. MORTGAGEE PROTECTION CLAUSE

Notwithstanding anything to the contrary in this Lease:

A. Including, without limitation, Section 17, WPL may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any person or entity ("Mortgagee") as security for the repayment of any indebtedness of WPL or the performance of any obligation of WPL ("Mortgage") without consent of County. Mortgagee shall have no obligations under this Lease until such time as it exercises its rights to acquire WPL's interests subject to the lien of Mortgagee's Mortgage by foreclosure or otherwise assumes the obligations of WPL directly. The acquisition of all or any part of WPL's interests in the Lease by any Mortgagee through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of County nor constitute a breach or default of this Lease by WPL, and upon the completion of the acquisition or conveyance County shall acknowledge and recognize Mortgagee as WPL's proper successor under this Lease upon Mortgagee's cure of any existing WPL defaults and assumption of the obligations of WPL under this Lease prospectively.

B. County agrees that any Mortgagee shall have the right to make any payment and to do any other act or thing required to be performed by WPL under this Lease, and any such payment, act or thing performed by Mortgagee shall be effective to prevent and cure a default under this Lease and prevent any forfeiture of and restore any of WPL's rights under this Lease as if done by WPL itself.

C. In the event that any Mortgage, deed of trust, financing statement, or other security interest in this Lease or in the PV System, or any portion thereof, is entered into by WPL, then any Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 38. WPL shall send written notice to County of the name and address of any such Mortgagee; provided that failure of WPL to give notice of any such Mortgagee shall not constitute a

default under this Lease and shall not invalidate such Mortgage. As a precondition to exercising any rights or remedies as a result of any default of WPL, County shall give written demand to cure to each Mortgagee of which it has notice, concurrently with delivery of such notice to WPL. In the event County gives such written demand to cure, the following provisions shall apply:

D. The Mortgagee shall have the same period after receipt of the written demand to remedy the default, or cause the same to be remedied, as is given to WPL, plus, in each instance, the additional time period of thirty (30) days, for a total of sixty (60) days after receipt of the written demand to cure, provided that such 60-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee has commenced and is diligently pursuing the cure to completion. The Mortgagee shall have the absolute right to substitute itself for WPL and perform the duties of WPL hereunder for purposes of curing such default. County expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of WPL hereunder. County shall not take any action to terminate this Lease prior to the expiration of the cure periods available to a Mortgagee as set forth above.

E. Following acquisition of WPL's leasehold and easement estate by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment and/or deed in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring title to WPL's leasehold and/or easement estate shall, as promptly as reasonably possible, commence the cure of all of WPL's defaults which are reasonably susceptible of being cured by the Mortgagee or party acquiring title, hereunder and thereafter diligently process such cure to completion, whereupon such defaults shall be deemed cured without incurring any default hereunder.

F. Neither the bankruptcy nor the insolvency of WPL shall be grounds for terminating this Lease as long as all material obligations of WPL under the terms of this Lease are performed by the Mortgagee in accordance with the terms hereunder. Notwithstanding anything to the contrary in this Lease, a Mortgagee shall be a third-party beneficiary under this Lease.

G. County shall provide WPL and Mortgagee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by WPL or any of its, Mortgagees, lenders or investors.

[signature page follows]

IN WITNESS WHEREOF and with the intent to be bound hereby, the Parties have below executed this Lease on the dates indicated.

WISCONSIN POWER AND LIGHT COMPANY

By: James P. Brummond

Name: James P. Brummond

Title: Vice President Customer & Community Engagement

Date: March 1, 2022

DANE COUNTY, WISCONSIN

By: _____

Name: _____

Title: _____

Date: March 1, 2022

EXHIBIT A: LEGAL DESCRIPTION

EXHIBIT B: TABLE OF EXPECTED ANNUAL RECS GENERATED

EXHIBIT C: FINAL ANNUAL REC GUARANTEE

EXHIBIT D: MEMORANDUM OF LEASE

EXHIBIT E: LANDFILL DEVELOPMENT PLAN

EXHIBIT F: SITE DEVELOPMENT PLAN

**EXHIBIT A
LEGAL DESCRIPTION**

A parcel of land located in the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4, in Section 19, and the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and the Southwest 1/4 of the Northeast 1/4, in Section 30, all in Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 30; thence along the north line of said Northwest 1/4 of Section 30, South 86°22'43" West, 571.88 feet to the southwest right of way line of Femrite Drive and the point of beginning; thence along said right of way line, South 51°31'34" East, 36.56 feet; thence continuing along said right of way line, South 51°39'01" East, 636.75 feet; thence continuing along said right of way line, South 51°42'51" East, 555.03 feet; thence South 00°00'00" East, 900.07 feet; thence North 90°00'00" West, 558.05 feet; thence South 44°57'39" West, 20.01 feet; thence South 00°00'00" East, 284.49 feet; thence South 87°20'16" West, 507.12 feet to the east line of Parcel 1 of Transportation Project Plat No: 3080-01-25-4.02; thence along said east line, North 00°30'31" West, 7.64 feet to the north line of said parcel; thence along said north line, South 87°20'12" West, 133.19 feet to the east line of CSM No. 11164; thence along said east line and extension thereof and the east line of CSM. No. 7090 and extension thereof, North 00°48'32" East, 644.73 feet to the northeast corner of said CSM No. 7090; thence along the north line of said CSM No. 7090, South 86°34'30" West, 794.02 feet; thence North 00°24'02" East, 1320.63 feet to the north line of said Northwest 1/4 of Section 30; thence along said north line, North 86°22'43" East, 5.69 feet to the east line of Hope Cottage Grove Cemetery; thence along said east line, North 01°08'01" East, 122.92 feet; thence North 45°21'57" East, 186.55 feet; thence North 77°01'07" East, 62.86 feet; thence North 33°25'06" West, 33.63 feet; thence North 45°21'57" East, 140.33 feet, thence North 86°18'56" East, 299.67 feet to said southwest right of way line of Femrite Drive; thence along said right of way line, South 51°31'34" East, 562.00 feet to the point of beginning. Said parcel contains 71.96 acres, more or less.

ALSO

A parcel of land being part of C.S.M. No. 12140, located in the Northwest 1/4 of the Northeast 1/4, Section 30, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 30; thence along the west line of said Northwest 1/4 of the Northeast 1/4, South 00°15'50" West, 43.29 feet; thence North 89°59'09" East, 36.27 feet to the Point of Beginning; thence continuing North 89°59'09" East, 1289.51 feet; thence South 00°00'00" East, 447.46 feet; thence North 90°00'00" West, 117.01 feet; thence

South $45^{\circ}00'00''$ West, 19.99 feet; thence South $00^{\circ}00'00''$ East, 388.31 feet; thence South $89^{\circ}59'03''$ West, 574.41 feet to the northeast right of way line of Femrite Drive; thence along said northeast right of way line, North $51^{\circ}42'51''$ West, 743.85 feet; thence North $00^{\circ}00'50''$ West, 388.86 feet to the point of beginning. Said parcel contains 20.86 acres, more or less.

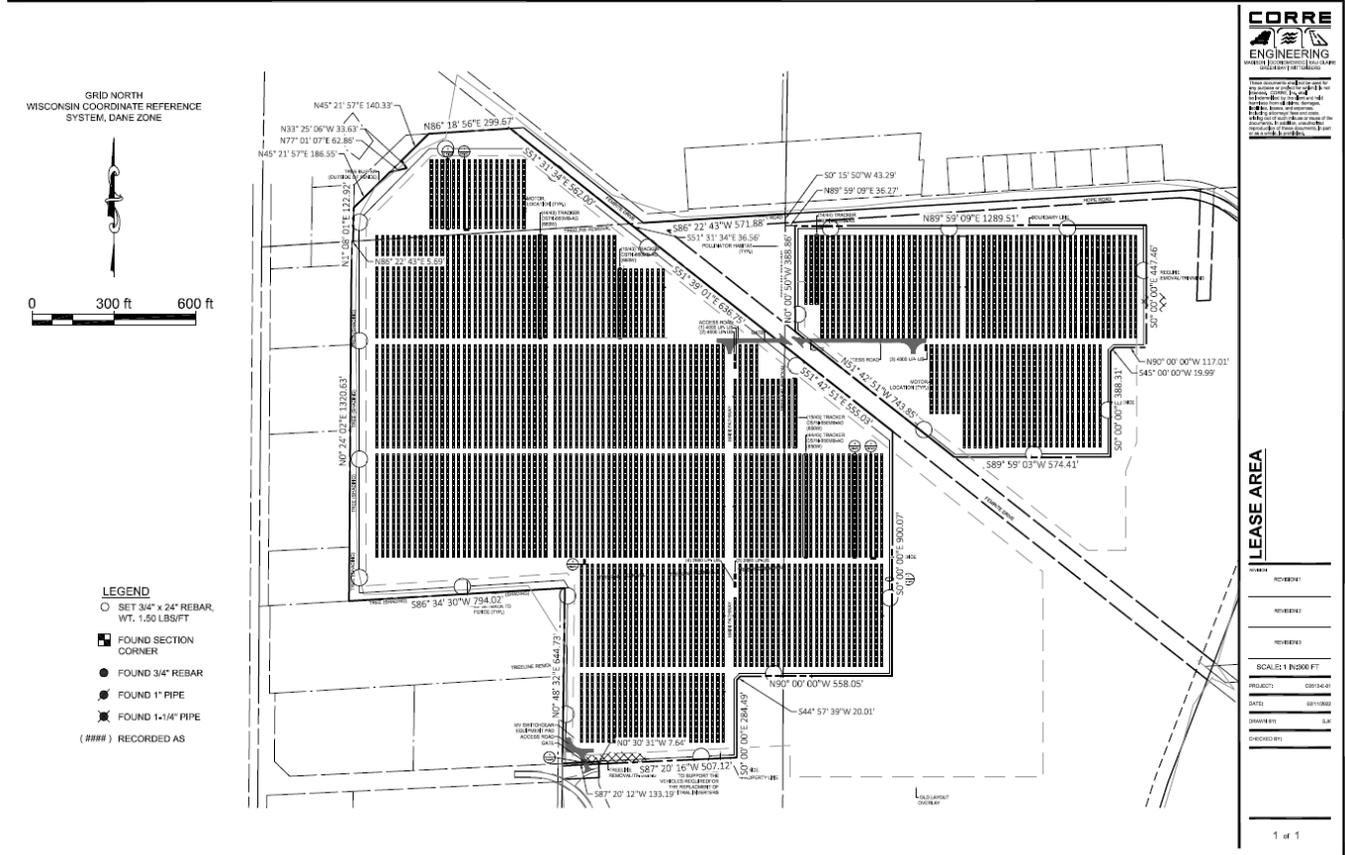


EXHIBIT B
Illustrative Table of Annual RECs Generated

Year Count	Year	RECs Generated
1	2023	34,808
2	2024	34,634
3	2025	34,461
4	2026	34,289
5	2027	34,117
6	2028	33,947
7	2029	33,777
8	2030	33,608
9	2031	33,440
10	2032	33,273
11	2033	33,107
12	2034	32,941
13	2035	32,776
14	2036	32,612
15	2037	32,449
16	2038	32,287
17	2039	32,126
18	2040	31,965
19	2041	31,805
20	2042	31,646

Year Count	Year	RECs Generated
21	2043	31,488
22	2044	31,330
23	2045	31,174
24	2046	31,018
25	2047	30,863
26	2048	30,709
27	2049	30,555
28	2050	30,402
29	2051	30,250
30	2052	30,099
31	2053	29,948
32	2054	29,799
33	2055	29,650
34	2056	29,502
35	2057	29,354

EXHIBIT C

Annual REC Guarantee

RECs are guaranteed at 90% of the estimated generated RECs from Exhibit B

Year Number	Year	RECs Guaranteed
1	2023	31,327
2	2024	31,171
3	2025	31,015
4	2026	30,860
5	2027	30,706
6	2028	30,552
7	2029	30,399
8	2030	30,247
9	2031	30,096
10	2032	29,946
11	2033	29,796
12	2034	29,647
13	2035	29,499
14	2036	29,351
15	2037	29,204
16	2038	29,058
17	2039	28,913
18	2040	28,769

Year Number	Year	RECs Guaranteed
19	2041	28,625
20	2042	28,482
21	2043	28,339
22	2044	28,197
23	2045	28,056
24	2046	27,916
25	2047	27,777
26	2048	27,638
27	2049	27,500
28	2050	27,362
29	2051	27,225
30	2052	27,089
31	2053	26,954
32	2054	26,819
33	2055	26,685
34	2056	26,551
35	2057	26,419

MEMORANDUM OF AMENDED
AND RESTATED LAND LEASE FOR
SOLAR ARRAY

DOCUMENT NO.

THIS MEMORANDUM OF AMENDED AND RESTATED LAND LEASE FOR SOLAR ARRAY ("**Memorandum**") is made and is effective as of this _____ day of _____, 2022, by and between DANE COUNTY, WISCONSIN, ("**County**"), and WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation ("**WPL**"). Owner and Tenant are sometimes individually referred to hereinafter as a "**Party**" and sometimes collectively referred to hereinafter as the "**Parties.**"

1. County and WPL entered into that certain Amended and Restated Land Lease for Solar Array dated as of _____, 2022 ("**Lease**"), whereby County leases to WPL, and WPL leases from County, certain real property located in the County of Dane, State of Wisconsin (the "**Premises**"), as more particularly described on EXHIBIT 1 attached hereto and incorporated herein by this reference. Capitalized terms used and not defined in this Memorandum have the meaning given the same in the Lease.

2. This Lease grants WPL and its employees, authorized agents and contractors, among other things, the exclusive right to develop the PV System and use the Premises for the purpose of, converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, as further defined in the Lease.

3. This Lease shall commence on the Effective Date and expire as of 11:59 p.m. on the date that is 20 years after the Commencement Date. This Lease shall also have three options to extend for additional terms of five years, if the terms and conditions of the Lease are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease County and WPL executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Lease and WPL's rights. The terms, conditions and covenants of the Lease are set forth at length in the Lease. This Memorandum shall not, in any manner or form whatsoever, alter,

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Ben Tanko
4902 Biltmore Lane
Madison, Wisconsin 53718

Parcel Identification Number(s)
071130280002; 071130285007; 071119393500;
071119397202; 071130185650; 071130485010;
071119394107
Part of: 071130295010; 071130190403

modify or vary the terms, covenants and conditions of the Lease. To the extent that there may be any conflict or inconsistency between the Lease and this Memorandum, the Lease shall take precedence, govern and control.

5. With the exception of the Renewable Energy Credits that originate from the PV System, County shall have no ownership, lien, security or other interest in the PV System installed on the Premises, or any profits derived therefrom.

6. The Premises is subject to the covenants, terms and provisions set forth in the Lease, which covenants, terms and provisions shall run with the Premises and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective tenants, heirs, executors, administrators, successors and assigns.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

WISCONSIN POWER AND LIGHT COMPANY

By: _____ Date _____

FOR DANE COUNTY:

By: _____ Date: _____

ACKNOWLEDGEMENT OF COUNTY

STATE OF WISCONSIN }
) ss
_____COUNTY }

Personally came before me _____, 20__, the above-named -
_____, the _____ of _____,
to me known to be the person who executed the foregoing document and acknowledged he/she
executed the foregoing document as on behalf of said entity by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

ACKNOWLEDGEMENT OF WPL

STATE OF WISCONSIN }
) ss
_____ COUNTY }

Personally came before me _____, 20__, the above-named -
_____, the _____ of Wisconsin Power and
Light Company, to me known to be the person who executed the foregoing document as such
officers and acknowledged they executed the foregoing document as such officers on behalf of
said corporation by its authority.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT 1 TO MEMORANDUM OF AMENDED AND RESTATE LEASE: LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4, in Section 19, and the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4, and the Southwest 1/4 of the Northeast 1/4, in Section 30, all in Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 30; thence along the north line of said Northwest 1/4 of Section 30, South 86°22'43" West, 571.88 feet to the southwest right of way line of Femrite Drive and the point of beginning; thence along said right of way line, South 51°31'34" East, 36.56 feet; thence continuing along said right of way line, South 51°39'01" East, 636.75 feet; thence continuing along said right of way line, South 51°42'51" East, 555.03 feet; thence South 00°00'00" East, 900.07 feet; thence North 90°00'00" West, 558.05 feet; thence South 44°57'39" West, 20.01 feet; thence South 00°00'00" East, 284.49 feet; thence South 87°20'16" West, 507.12 feet to the east line of Parcel 1 of Transportation Project Plat No: 3080-01-25-4.02; thence along said east line, North 00°30'31" West, 7.64 feet to the north line of said parcel; thence along said north line, South 87°20'12" West, 133.19 feet to the east line of CSM No. 11164; thence along said east line and extension thereof and the east line of CSM. No. 7090 and extension thereof, North 00°48'32" East, 644.73 feet to the northeast corner of said CSM No. 7090; thence along the north line of said CSM No. 7090, South 86°34'30" West, 794.02 feet; thence North 00°24'02" East, 1320.63 feet to the north line of said Northwest 1/4 of Section 30; thence along said north line, North 86°22'43" East, 5.69 feet to the east line of Hope Cottage Grove Cemetery; thence along said east line, North 01°08'01" East, 122.92 feet; thence North 45°21'57" East, 186.55 feet; thence North 77°01'07" East, 62.86 feet; thence North 33°25'06" West, 33.63 feet; thence North 45°21'57" East, 140.33 feet, thence North 86°18'56" East, 299.67 feet to said southwest right of way line of Femrite Drive; thence along said right of way line, South 51°31'34" East, 562.00 feet to the point of beginning. Said parcel contains 71.96 acres, more or less.

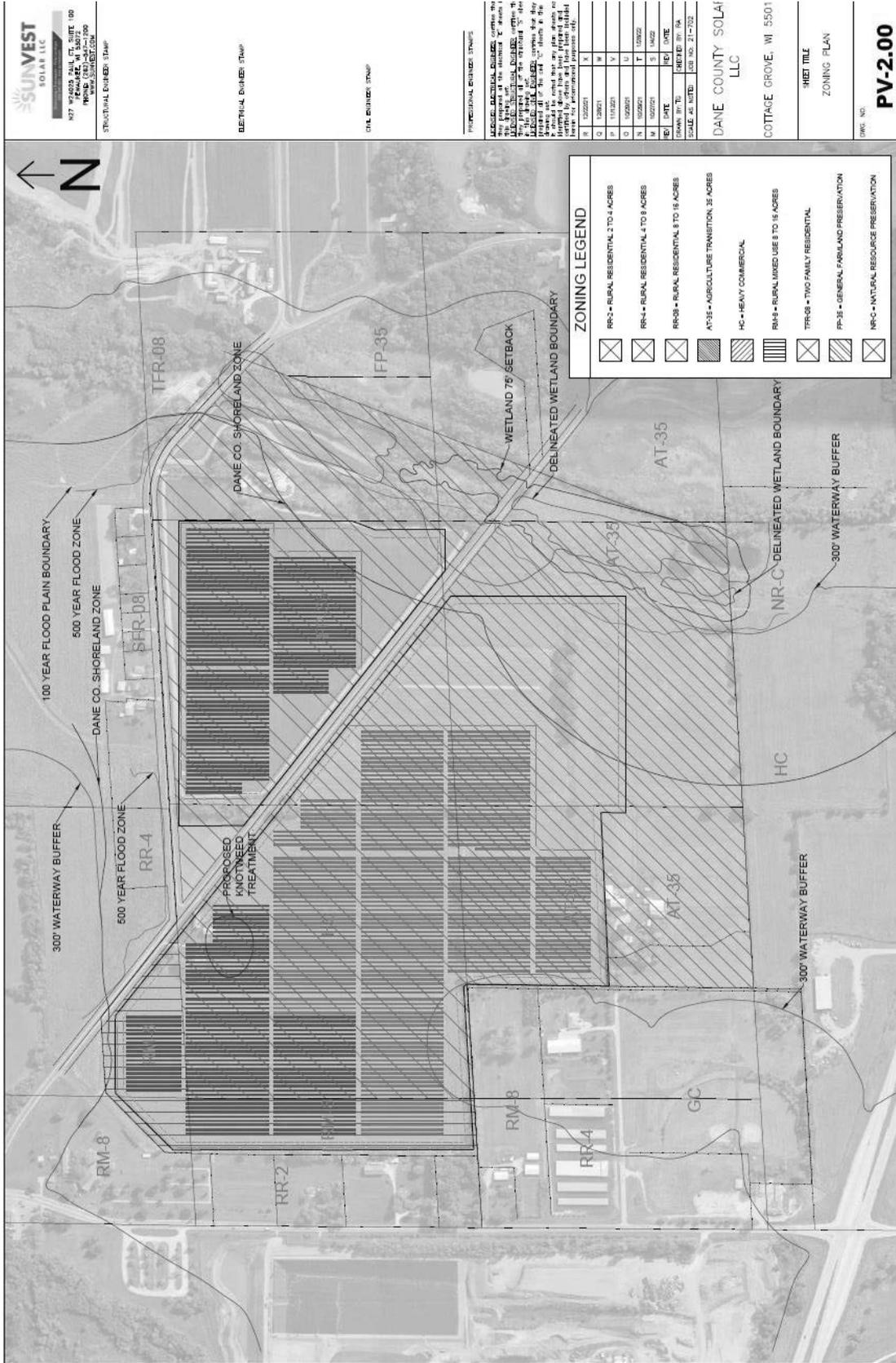
ALSO

A parcel of land being part of C.S.M. No. 12140, located in the Northwest 1/4 of the Northeast 1/4, Section 30, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 30; thence along the west line of said Northwest 1/4 of the Northeast 1/4, South 00°15'50" West, 43.29 feet; thence North 89°59'09" East, 36.27 feet to the Point of Beginning; thence continuing North 89°59'09" East, 1289.51 feet; thence South 00°00'00" East, 447.46 feet; thence North 90°00'00" West, 117.01 feet; thence South 45°00'00" West, 19.99 feet; thence South 00°00'00" East, 388.31 feet; thence South 89°59'03" West, 574.41 feet to the northeast right of way line of Femrite Drive; thence along said northeast right of way line, North 51°42'51" West, 743.85 feet; thence North 00°00'50" West, 388.86 feet to the point of beginning. Said parcel contains 20.86 acres, more or less.

EXHIBIT F

Site Development Plan



LEGEND: ELECTRICAL SYMBOLS confirm that the presence of the electrical "L" areas is correct. This is not a guarantee of accuracy. THE ELECTRICAL SYMBOLS are not to be used for any other purpose. Confirm that the presence of the electrical "L" areas is correct. This is not a guarantee of accuracy. THE ELECTRICAL SYMBOLS are not to be used for any other purpose. Confirm that the presence of the electrical "L" areas is correct. This is not a guarantee of accuracy. THE ELECTRICAL SYMBOLS are not to be used for any other purpose.

1	02/28/21	A
2	03/02/21	B
3	03/02/21	C
4	03/02/21	D
5	03/02/21	E
6	03/02/21	F
7	03/02/21	G
8	03/02/21	H
9	03/02/21	I
10	03/02/21	J
11	03/02/21	K
12	03/02/21	L
13	03/02/21	M
14	03/02/21	N
15	03/02/21	O
16	03/02/21	P
17	03/02/21	Q
18	03/02/21	R
19	03/02/21	S
20	03/02/21	T
21	03/02/21	U
22	03/02/21	V
23	03/02/21	W
24	03/02/21	X
25	03/02/21	Y
26	03/02/21	Z

DRAWN BY: TD
 CHECKED BY: DA
 SCALE AS NOTED JOB NO. 21-702

DANE COUNTY SOLAR LLC

COTTAGE GROVE, WI 55016

SHEET TITLE

STAGING/LAYDOWN LAYOUT

DWG. NO.

PV-3.00



NOTES:

- *** ESTIMATED PEAK MANPOWER AT 80-100
- *** 1' TOPOGRAPHY CONTOURS (TYP.)