

	<b>RESTRICTIVE COVENANT</b>
Document Number	Document Name

**RESTRICTIVE COVENANT**

**THIS Restrictive Covenant** (this "**Covenant**") is made and entered into as of April 9th, 2021 (the "**Effective Date**"), by and between Wood County Solar Project, LLC, a Delaware limited liability company ("**Developer**"), with an address of 422 Admiral Boulevard, Kansas City, MO 64106, and Town of Saratoga ("**Town**"), with an address of 1120 State Hwy 73 South, Wisconsin Rapids, WI 54494.

1. The Developer intends to construct its solar energy system on certain real property located in Wood County, Wisconsin, a portion of which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (excepting any portion of the Site constituting the transmission line route) (the "**Site**"), which said Site is located in the Town.

2. The Town and Developer are parties to that certain Solar Generating Facility Developer Agreement, dated October 9, 2020 (as may be hereafter amended, restated or supplemented from time to time the "**Agreement**"), pursuant to which the Developer and Town agreed to certain requirements related to Developer's construction of its System.

3. Pursuant to Section 4 of the Agreement, the Developer (on behalf of itself and its successors and assigns) hereby agrees to the following restrictive covenants, which shall be applicable to and shall encumber the Site in perpetuity, unless or until released or terminated by the Town as provided herein, or to the extent modified by the Town and Developer, or its successors or assigns:

- (a) There shall be no agricultural businesses that generate or store material amounts of animal waste on the Site;
- (b) There shall be no housing of livestock on the Site for agricultural business purposes;  
and
- (c) There shall be no land-spreading of animal or human waste on the Site.

Notwithstanding the foregoing, the aforementioned covenants (i) shall not be deemed to prohibit or prevent the Developer (and any of Developer's successors or assigns) from establishing animal grazing practices to accomplish weed control measures during the operation of a solar

Prepared by:

Lauren A. Degner  
 Rouse Frets White  
 Goss Gentile Rhodes, P.C.

Recording Data

Name and Return Address  
 Wood County Solar Project, LLC  
 Attn: Aaron Lipscomb  
 422 Admiral Blvd. Kansas City, MO 64106

1800338, 1800339, 1800340, 1800341, 1800342,  
 1800345, 1800346, 1800347, 1800348, 1800349  
 1800350, 1800351, 1800353, 1800360, 1800522,  
 1800523, 1800525, 1800526, 1800527, 1800528,  
 1800529, 1800530, 1800363, 1800886, 1800887,  
 1800888, 1800889, 1800898, 1800899, 1800900,  
 1800901, 1800902, 1800903, 1800904, 1800905,  
 1800906, 1800907, 1800908, 1800909, 1800910,  
 1800911, 1800914, 1800915

Parcel Identification Number (PIN)

project on the Site, including housing such grazing animals on the Site, and (ii) may be waived or released, in whole or in part, at any time by the Town, in its discretion.

4. The restrictive covenants herein shall run with the land in perpetuity unless or until released or terminated by the Town as provided herein, and shall be binding on all successors or assigns, including any current and future owners of any portion or interest in the Site.

5. The Town is a third-party beneficiary of the restrictive covenants herein, and shall have all enforcement rights available at law or in equity.

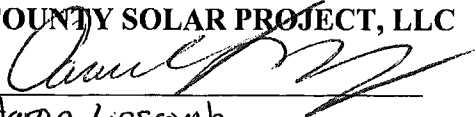
6. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same document.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Developer and Town have caused their duly authorized representatives to execute this Covenant as of the date first written above.

**DEVELOPER:**

**WOOD COUNTY SOLAR PROJECT, LLC**

By:   
Name: Aaron Lipscomb  
Title: Authorized Person

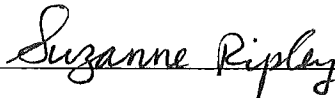
State of Missouri )

County of Jackson )

On April 9<sup>th</sup>, 2021 before me, Suzanne Ripley, Real Estate Contract Control Specialist (insert name and title of the officer) personally appeared Aaron Lipscomb, who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

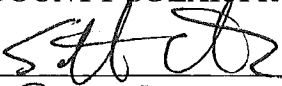
I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**WOOD COUNTY SOLAR PROJECT, LLC**

By:   
Name: Scott Zeimet  
Title: Authorized Person

State of Missouri )

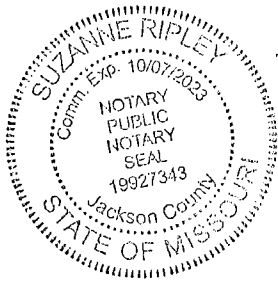
County of Jackson )

On April 9th, 2021 before me, Suzanne Ripley, Real Estate Contract Control Specialist (insert name and title of the officer) personally appeared Scott Zeimet, who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**TOWN:**

**TOWN OF SARATOGA**

By: Terry Rickaby  
Name: Terry Rickaby  
Title: Chairman

State of Wisconsin )

County of Wood )

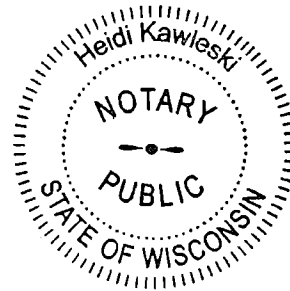
On April 12<sup>th</sup>, 2021 before me, Heidi Kawleski, Town Clerk (insert name and title of the officer) personally appeared Terry Rickaby, who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heidi Kawleski (Seal)

My commission expires: 7/14/2023



**EXHIBIT A**  
**Legal Description of the Property**

EIGHT HUNDRED FIFTY (850) ACRES, MORE OR LESS, LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Township Twenty-one (21) North, Range Six (6) East, Wood County, Wisconsin.

Section Nineteen (19):

The entire Northeast Quarter (NE 1/4) EXCEPT the North 33 feet of the East 33 feet of the NE 1/4 NE 1/4 that portion, the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), the Fractional Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), the West Fractional half of the Southwest Quarter (SW 1/4), the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), and the West Half of the Southeast Quarter (SE 1/4).

Excepting from the above, Lot 1 of Certified Survey Map No. 10858 recorded March 08, 2021 as Document No. 2021R02632.

Section Thirty (30):

West Fractional 1/2 NW 1/4  
NE 1/4 NW 1/4  
NW1/4 NE1/4  
SE1/4 NW1/4  
SW1/4 NE1/4  
West Fractional 1/2 SW 1/4  
NE1/4 SW1/4  
SE1/4 SW1/4

AND

LOT 1 OF CERTIFIED SURVEY MAP NO. 10858 RECORDED MARCH 08, 2021 AS DOCUMENT NO. 2021R02632, BEING ALL OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, ALSO PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, ALL LOCATED IN TOWNSHIP 21 NORTH, RANGE 6 EAST, TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN.

AND

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF WOOD, STATE OF WISCONSIN:

EIGHT HUNDRED (800) ACRES, MORE OR LESS, CONTAINED WITHIN THE PROJECT BOUNDARY AS DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Township Twenty-one (21) North, Range Five (5) East:

Section Twenty-Four (24):

The entire Northeast Quarter (NE  $\frac{1}{4}$ ), and the entire Southeast Quarter (SE  $\frac{1}{4}$ ).

Section Twenty-Five (25):

The entire Northeast Quarter (NE  $\frac{1}{4}$ ), the entire Northwest Quarter (NW  $\frac{1}{4}$ ), the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ), the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ), the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ), and the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ).