

AMENDED & RESTATED JOINT DEVELOPMENT AGREEMENT

This Amended & Restated Joint Development Agreement ("Agreement"), dated the 22nd day of July 2010, is executed by the Town of Scott, a Wisconsin town organized under Chapter 60 of the Wisconsin Statutes (hereinafter "Town") and Wisconsin Electric Power Company, a Wisconsin corporation, or its affiliate ("Owner"). The Town and Owner are referred individually as "Party" and collectively as the Parties.

RECITALS

WHEREAS, Wisconsin Electric Power Company purchased Randolph Wind LLC ("Affiliate"), a project company that owns assets relating to the development of a wind energy generation project; and

WHEREAS, under Wis. Stat. § 1.12(3)(b) it is the goal of the State of Wisconsin that, if cost effective and technically feasible, all new installed generation in the State be renewable including wind resources; and

WHEREAS, Wis. Stat. §196.378(2) calls for state utilities to produce 10 percent of Wisconsin's electricity used by customers from renewable energy by 2015; and

WHEREAS, under Wis. Stat. §196.378(2), Owner is required to generate 8.27 percent of its Wisconsin retail electric sales from renewable energy by 2015; and

WHEREAS, Owner, as a public utility, is proposing to build, operate and maintain wind turbines (the "Wind Turbines") and associated equipment to be located within the Town ("Wind Farm" or "Project"); and

WHEREAS, Owner, as a public utility, has filed an application with the Public Service Commission of Wisconsin ("PSCW") for authority to construct the Project, which application was approved by the Final Decision of the PSCW dated January 22, 2010 in Docket No. 6630-CE-302 before the PSCW (the "PSCW Order"); and

WHEREAS, the Parties acknowledge that the installation of Wind Turbines in the Town of Scott will provide benefits to the Town in the form of increased shared revenue payments from the State of Wisconsin, economic benefits to the Town during construction, economic benefits to Town residents and additional jobs within the area; and

WHEREAS, in consideration of Owner's compliance with the terms of this Agreement, the Town will support the Wind Farm through the issuance of all Town permits required by law for construction, maintenance and operation of the Project; and

WHEREAS, the Parties negotiated and agreed upon the terms of a Joint Development Agreement dated October 27, 2009 that addressed their respective concerns relating to the Project (the "Original JDA"). In several locations within the Original

JDA, the Parties agreed that should the PSCW establish any requirements with respect to the corresponding terms of the Original JDA that apply to the Project or that would be more protective of the Town or its residents or more restrictive upon Owner than those referred to in the corresponding sections of the Original JDA, then such requirements would be deemed incorporated into the Original JDA and become part of Owner's performance obligations under the Original JDA; and

WHEREAS, in the PSCW Order the PSCW established several requirements with respect to Project and the issues addressed by the Original JDA that are more protective of the Town or its residents or more restrictive upon Owner than those referred to in the corresponding sections of the JDA.

WHEREAS, the Town has requested that Owner agree to amend and restate the terms of the Original JDA, to memorialize in a single location the terms of the Original JDA, as modified by the PSCW Order and the Parties' mutual agreement to make minor clarifications to the Windpower Facilities Participation and Easement Agreement.

NOW, THEREFORE, in consideration of the promises of mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

GENERAL CONDITIONS

1. **Default.** Any of the following occurrences shall constitute an event of default ("Event of Default") under this Agreement:

(a) If Owner ceases to operate all or substantially all of the Project for a period exceeding 6 months; provided, however, that Owner will not be deemed to have ceased operation for a period greater than 6 months if, during that period, Owner is in the process of repairing, replacing, repowering or modifying the Wind Turbines. If Section (a) is applicable, Special Conditions paragraph 10, Wind Turbine Generator Removal, shall apply.

(b) If a petition is filed by Owner under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and the following apply:

(1) during this period of bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law Owner ceases operations for all or substantially all of the Project; and

(2) the petition is not dismissed within 90 days after such filing;

(c) If Owner fails to observe or perform any material condition or provision hereof for a period of 60 days after receiving written notice of such failure from the Town; provided however, that if there is a dispute between the Parties and the Parties are

currently in arbitration in accordance with Special Condition Paragraph 31, Resolution of Disputes, an Event of Default shall not occur until after a resolution has been reached.

(d) If Owner continues to be in material breach of any statute, regulation, rule or permit administered by any federal, state or county department, agency or commission within 60 days after receiving written notice of a violation by such federal, state or county department, agency or commission provided, however, that, if Owner disputes the applicability of the statute or regulation or, has appealed a permit administered by a federal, state or county department, agency or commission, an Event of Default shall not occur until after Owner has exhausted all its remedies under applicable law. Owner shall notify the Town Clerk in writing of any alleged violation, order or enforcement proceeding within seven days of receipt. Upon an Event of Default the Town may revoke this Agreement if the following conditions are met.

- (i) The Event of a Default remains uncured; and
- (ii) There is no Force Majeure Event causing the Event of Default to continue; and
- (iii) The Town has provided Owner an opportunity for a hearing before the Town Board to respond to the Event of Default.

(e) If Owner fails to make any payment due to the Town, under this Agreement on or before its due date, interest shall accrue on such unpaid amount until paid in full at the rate of Wisconsin Electric Power Company's pre-tax cost of capital, as established by the PSCW, notwithstanding that fact that Owner shall be entitled to continue to pursue its remedies under this Agreement, including the right to contest whether payment is due. In the event that the contested payment(s) are ultimately determined to be due and payable, then Owner shall immediately pay the unpaid amount(s) together with all accrued and unpaid interest to the Town.

2. **Non-Assignability.** This Agreement is not assignable or transferable to any other person, firm or corporation, whether by operation of law or otherwise, without the express prior written consent of the Town, such consent not to be unreasonably withheld. The Town and the Owner stipulate that a proposed assignment shall be deemed reasonable if (a) the proposed assignee is properly formed and authorized to do business in Wisconsin; (b) the written assignment requires the proposed assignee to assume all of the Owner's rights, duties and obligations under this Agreement; and (c) the proposed assignee is of comparable credit worthiness to Owner. Notwithstanding the foregoing, if Owner is acquired by or merged with a utility or holding company, prior written consent of the Town is not required if (a) and (b) above are met.

3. **Town Support.** The Town commits to issue all permits required by local ordinance to build, construct, maintain, and operate the Wind Farm provided that Owner files with the Town applications for all necessary permits and pays all applicable fees. The Town will also take whatever action is requested by Owner to support the issuance of any state, County or other governmental unit or agency permits and approvals to build, construct, maintain

and operate the Wind Farm.

4. **Interpretation.** In their interpretation and application, the provisions of this Agreement shall be considered minimum requirements. This Agreement shall not be deemed to have been drafted by any particular Party so as to be interpreted strictly against such Party.

5. **Modification.** No provision of this Agreement may be modified except in writing by Owner and the Town after public notice and hearing. Owner is required to obtain separate authorizations required by any county, state or federal agency. In addition, Owner is required to obtain separate approval to increase the height of a Wind Turbine tower beyond that depicted in Exhibit A. Except as provided in Paragraph 3 hereof, the Town makes no representations regarding Owner's right to obtain whatever additional authorizations or permits may be necessary for the operation of a Wind Turbine or for the development of the Project.

6. **Force Majeure.**

(a) Except for obligations to pay money and other accrued rights and obligations, the performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure Event suffered by the Party whose performance is required in respect thereof, and the time for performance of any obligation which has been delayed due to the occurrence of a Force Majeure Event shall be extended by the period of continuation of such Force Majeure Event; provided, however, that the Party experiencing the delay shall notify the other Party of the occurrence of such Force Majeure Event and the anticipated period of the delay within ten (10) days after the commencement of the Force Majeure Event and should the Force Majeure Event delay performance for more than nine (9) months, the Party not suffering the Force Majeure Event shall have the right to terminate this Agreement. Each Party suffering a Force Majeure Event shall take, or cause to be taken, such commercially reasonable action as may be necessary to eliminate or nullify the Force Majeure Event, and the Parties agree to meet to seek appropriate measures, to mitigate in all material respects the effects of any Force Majeure Event suffered by either of them.

(b) "Force Majeure Event" shall mean any event which wholly or partly prevents or delays the cure of an Event of Default or the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party affected, (ii) such event, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (iii) the Party affected has taken all reasonable precautions and measures in order to avoid the effect of such event on such Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof, and (iv) such event is not the direct or indirect result of the Party's negligence or the failure of such Party to perform any of its obligations under this Agreement. A Force Majeure Event shall include, but not be limited to, any of the following: (a) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, acts of terrorism or (b)

fire, subsidence, earthquakes, floods, lightening, tornadoes; (c) general strikes, lockouts or other collective or industrial action by workers or employees; (d) the unavailability of labor, fuel, power or raw materials; provided however, that neither the lack of money nor any event caused by a Party's inability to pay or fund any action or activity nor changes in market conditions shall constitute a Force Majeure event.

7. **Severability.** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited or invalid under applicable law as determined by a Court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

8. **Waiver.** No waiver by the Parties or their officials shall be deemed to be made unless the same shall be in writing and be signed by a duly authorized Town or Owner official. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Town or Owner in any other respect at any other time.

9. **Performance Standards.** Owner agrees that the Project shall be operated and maintained consistent with Good Utility Practice for comparable facilities. For purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry and, in particular, those portions of the industry with experience in the construction, operation and maintenance of wind turbines during the relevant time period; or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

10. **Renewal.** The Town makes no representations to Owner regarding the renewal of the term of this Agreement beyond that provided in Special Condition 1. All rights available under law or in equity are reserved by the Town and the Owner in determining whether this Agreement should be renewed.

11 **Indemnification.** Owner shall defend, indemnify and hold harmless the Town and its officials, employees and agents from and against any and all claims demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorneys' fees (such liabilities together known as "Liability") arising out of Owner's selection, construction, operation and removal of the Wind Turbines and affiliated equipment and the development of the Project including, without limitation, Liability for property or personal injury (including death), whether the Liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the Town's other indemnification rights available under law.

12. **Legal Authority.** The Town represents and warrants that (i) the

execution, delivery and performance of this Agreement is duly authorized; and (ii) it has all requisite legal authority to execute, deliver and perform this Agreement; and (iii) no further approval or authorization or other action by Town is required for the execution, delivery and performance of the Agreement.

13. Time is of the Essence. Time is of the essence in performance of the requirements of this Agreement.

14. Specific Performance. Nothing in this Agreement bars either Party's right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct by the other Party that will cause it or the Project loss or damage; under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Each Party agrees that the other may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity.

SPECIAL CONDITIONS

1. Term. This Agreement is effective when signed by the Town and the Owner and shall continue for 30 years from the date that operation begins (*i.e.*, the Project has been constructed, tested and interconnected with the grid, and is available to substantially deliver power at its design capacity, unless earlier terminated as provided herein. Notwithstanding Section 10 of the General Conditions, the Term shall automatically extend for an additional 10 years at the request of the Owner (a) if no Event of Default exists at the time of such request, and (b) the Project is then operating consistent with Good Utility Practice (the "Term"). The Town shall have the right to terminate this Agreement if (i) by December 31, 2011 substantial commencement of construction has not occurred, and (ii) the Town has delivered to Owner written notice of its election to terminate the Agreement not less than sixty (60) days prior to such termination in accordance with the terms of Section 1 of the General Conditions, whereupon this Agreement shall terminate and neither party shall have any further obligation to any other party hereunder except as expressly set forth herein. Owner shall have the option to request the Town to extend the effective period on a yearly basis if it can reasonably demonstrate that it continues to make diligent progress toward substantial commencement of construction, which extension shall not be unreasonably withheld by the Town. Among other reasonable grounds presented by Owner, the issuance of a notice to proceed or similar contractual commitment with a turbine manufacturer or the installation of the majority of the turbine foundations is deemed to be substantial commencement as that term is used above.

2. Safety Standards. To ensure the integrity of the Wind Turbines, Owner shall maintain the Wind Turbines in compliance with Good Utility Practice for Wind Turbines. If the Town concludes that any of the Wind Turbines fails to comply with Good Utility Practice, Owner and the Town shall hire, at Owner's expense, an independent qualified expert in Good Utility Practice to inspect the Wind Turbine(s). If, upon inspection by a independent qualified expert in Good Utility Practice, the expert concludes that any of the Wind Turbines fails to comply with Good Utility Practice or constitutes a danger to persons or property, then upon notice being provided to Owner, Owner shall have 60 days to bring the non-compliant Wind Turbine(s) into compliance with such standards or if 60 days is insufficient time to cure the non-compliance,

Owner will present a plan to the Town describing the reason for the delay and the timeframe for the cure to be put in place. Failure to bring such non-compliant Wind Turbine(s) into compliance or failure to provide a plan for compliance within 60 days shall constitute grounds for the Town to request removal of the Wind Turbine(s) at Owner's expense.

3. State and Federal Requirements. The Wind Turbines and the Project shall meet or exceed the requirements of the Certificate of Public Convenience and Necessity ("CPCN") for the Project issued by the PSCW for the Project and the current standards and regulations, if any, of any other agency of the state or federal government with the authority to regulate wind powered generators. If such standards and regulations are changed, then Owner shall bring the Wind Turbine(s) into compliance with such applicable revised standards and regulations within 6 months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency or approved by the Town. Failure to bring the Wind Turbine(s) into compliance with such applicable revised standards and regulations shall constitute an Event of Default' subject to the applicability of General Condition 1(d). The Wind Turbine(s) shall be marked as required by the Federal Aviation Administration ("FAA"). Owner shall obtain any necessary authorizations from the FAA as a condition precedent for the installation of each turbine. Owner will not install the Wind Turbines until a permit is issued by the Wisconsin Department of Transportation for high structures, and the CPCN for the Project has been issued by the PSCW.

4. Design. Each Wind Turbine shall consist of a tower, generator, nacelle, and blades. A drawing depicting a Wind Turbine model is attached as Exhibit A. The height of a Wind Turbine tower as shown in Exhibit A will not be greater than depicted on Exhibit A. Each Wind Turbine site will have access roads, underground and overhead transmission cabling to connect the generators to an electric substation, and underground fiber optic lines, step up transformers, electrical junction boxes, temporary and permanent crane pads, microwave tower(s) and construction laydown, operations and maintenance facility, temporary construction trailers and other ancillary equipment or structures necessary for the operation of the Project. Overhead cabling is prohibited, except to the extent authorized pursuant to Section 21, below.

Owner will install one of the Wind Turbines approved by the PSCW. Owner will inform the Town of the Wind Turbine selected.

5. Maintenance, Repair & Replacement. Owner shall repair, maintain and replace the Wind Turbines and associated equipment during the term of this Agreement in a manner consistent with Good Utility Practice as needed to keep the Project in good repair and operating condition. This shall include the obligation to provide any special equipment necessary to mitigate the dangers associated with high tower installation, maintenance and repair work and to work with the Town and surrounding communities and organizations that provide emergency management services within the Town to develop a suitable EMS plan for the Project. Owner shall also pay the following costs: (a) to the extent such services are customarily charged by such service providers, the costs of services provided by emergency personnel whether from within or outside the Town; (b) reimburse the prudently incurred

costs of high angle rescue equipment such costs not to exceed \$25,000 per each emergency response service provider which includes Pardeeville, Cambria, Friesland and Randolph; and (c) the providing of training of Town and related EMS personnel in rescue and retrieve methods, including high angle rescue and retrieve procedures. The Parties agree that while Owner shall be responsible for responding to dangers associated with emergency situations within a wind turbine, each respective EMS provider remains obligated to provide the usual and customary emergency response services. The Parties further acknowledge that the EMS providers referred to in this Special Condition will require training and time to develop their EMS plan for the Project and that the Town is making no representation, simply by virtue of the payment referred to in this Special Condition, that such EMS providers are currently able to provide such services or that the desired EMS plan is currently in place.

6. **Signs.** No advertising material or signage other than warning, equipment information or indicia of ownership shall be allowed on the Wind Turbines. This prohibition shall include the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners or waiving, fluttering or revolving devices, but not including weather devices. Owner is responsible for promptly removing all graffiti and unauthorized signage.

7. **Lighting.** The Wind Turbines shall not be artificially illuminated except as required by the FAA or any other applicable authority. If lighting is required, the lighting alternatives and design chosen will seek to minimize the disturbance to the surrounding views. To the extent consistent with FAA regulations, shrouding for the lights shall direct reflection of light up.

8. **Aesthetics.** The Wind Turbines shall have a painted steel finish subject to any applicable standards of the FAA, in a neutral color.

9 **Stray Voltage/Electromagnetic Fields (EMF).** Owner will utilize Good Utility Practice to minimize, to the extent practicable, the impact, if any, of stray voltage and/or EMF on Non-Participating property. Owner expects there will be no stray voltage impacts from the Project. For purposes of this Agreement, stray voltage and the methodology for determining stray voltage levels, are as set forth by the PSCWs EMF as used in this agreement refers to the electric and magnetic fields that result from the normal operation of the Project.

Owner shall work with local electric distribution companies to offer to perform testing for stray voltage at all dairy operations within one-half mile of any Project facility, prior to construction and again after the Project is completed. Notwithstanding the foregoing, Owner can commence construction prior to completing testing for stray voltage for certain improvements, such as access roads, turbine foundations, an operations building, substation grading, and other civil work that will not interfere with the stray voltage testing. Owner shall work with the distribution utilities and farm owners to rectify, consistent with PSCW requirements, stray voltage problems arising from the construction and operation of the Project.

Compliance with this Section 9 shall be interpreted by the PSCW as granted under Wisconsin law.

10. Wind Turbine Generator Removal. The Project and all related improvements shall be removed within 12 months of the date when the use of the Project has been discontinued or ceases operations for six (6) months and Owner is not in process of repairing, replacing, repowering or modifying the Wind Turbines. At the time of its removal, a Wind Turbine will be decommissioned in accordance with the Decommissioning and Site Restoration Plan, attached as Exhibit B.

11. Town Roads Plan. Attached and incorporated by reference as Exhibit C is the Town Roads Plan. Owner shall comply with the terms and conditions of this Plan.

12. Setbacks. The Wind Turbines shall comply with the following setbacks for structures, property lines and public roads. All setback measurements shall be taken from the centerpoint of the Wind Turbine tower. The setbacks apply to the structures, property lines and public roads for the Wind Turbines existing as of the date of the Original JDA. Compliance with this Section 12 shall be interpreted by the PSCW as granted under Wisconsin law.

(a) Structures.

(i) Civil Structures. Each Wind Turbine shall be set back from the nearest school, hospital, church or public library, a distance of no less than the greater of two times its total height, or 1,000 feet.

(ii) Participating Residences. For participating occupied residences the setback distance from a Wind Turbine to a residence shall be at least 600 feet unless the landowner provides written permission allowing for a lesser distance. In no event shall the setback distance be less than 1.1 times the total height (measured at the highest point of the blade tip and referred to herein as "Tip Height") of the Wind Turbine

(iii) Non-Participating Residences. For Non-Participating occupied residences the setback distance from a Wind Turbine to the residence shall be at least 1,250 feet unless the landowner provides written permission allowing for a lesser distance. In no event shall the setback distance be less than 1.1 times the Tip Height of the Wind Turbine.

(iv) Definition of Participating and Non-Participating. For purposes of this Agreement "Participating" shall mean a property owner or property (including a residence) that is subject to any agreement, authorization or easement with Owner to place Wind Turbines or, any cable, access road, or other facility upon or near such property or a property owner who signed a Wind Power Facilities Participation and Easement Agreement (except to the extent expressly provided otherwise in such Agreement). If a property owner owns more than one parcel or residence, the property owner is considered "Participating" for all the property owner's parcels or residences identified in the relevant agreement(s). "Non-Participating" shall mean all property owners or property (including a residence) which are not Participating property

owners or property.

(b) Property Lines. Each Wind Turbine shall be set back from the nearest property line a distance of no less than 1.1 times its Tip Height, unless the property is Participating or subject to a setback agreement.

(c) Public Roads. Each Wind Turbine shall be set back from the nearest public road a distance of no less than 1.1 times its tip height, determined at the nearest boundary of the right-of-way for such public road. Unless conclusive evidence exists to the contrary, the public road right-of-way is presumed to be 66 feet.

(d) Communication & Electric Lines. Each Wind Turbine shall be set back from the nearest overhead communication or electric line a distance no less than 1.1 times its tip height. This requirement does not apply to service lines which connect utility customers to the distribution system.

(e) Turbine Locations. A map identifying the primary and alternate locations of the Wind Turbines shall be included in the application to the PSCW. Owner shall notify the Town of the final turbine locations following construction of the Wind Turbines.

(f) Town Notification. From the date of this Agreement until the Project is erected, the Town shall inform a resident of the Town of the setbacks, upon request by the resident for any permit or approval that may fall within the setbacks.

(g) Measurement of Setback Distances. Compliance with setback provisions shall be measured from the centerline of the Wind Turbine tower to the nearest point on the foundation of the affected residence.

13. Noise. Owner shall comply with the following noise standards:

a. The noise design limit for the Project shall not exceed 50 dBA. Compliance shall be measured as the cumulative Wind Turbine average dBA at the location of the nearest Non-Participating residence from the relevant Wind Turbine(s), or a school, hospital, church or public library existing on the date of the execution of the Original JDA. The average dBA shall be measured by the LA90 metric, using the logarithmic average, over 10 minute intervals measured four times a day (early morning, mid-day, early evening and night) for three days. Noise measurements shall be taken during conditions that fairly represent the operation of the Project (e.g. enough wind that the Wind Turbines are rotating, Wind Turbines are not locked, there is an absence of noisy farm equipment in the adjacent fields during the measurement period, measurements are taken during different times during the same day and during both weekdays and weekends, etc.).

b. Notwithstanding the above, upon complaint by a Non-Participating affected resident, shall be permanently reduced to 45 dBA during nighttime hours in areas related to the complaint. Nighttime hours are defined to include those hours

between 10:00 p.m. to 6:00 a.m. daily, from April 1 through September 30. The requirement to meet the seasonally reduced nighttime noise limit shall be triggered by the receipt by Owner of a complaint regarding nighttime noise levels. Methods available for Owner to comply with both the daytime and nighttime noise limits may include, but are not limited to, operational curtailment of the turbine or turbines contributing to the exceedence of the noise limits. Owner will be relieved from meeting the nighttime noise requirement if the affected complaining resident agrees to a financial settlement. Compliance with the foregoing noise limits shall be measured or otherwise evaluated at the outside wall of the Non-Participating Residence

b. The parties acknowledge that the Project's construction will be the source of intermittent noise. Owner shall require all contractors to incorporate reasonable noise reduction measures in order to mitigate the amount of noise generated during the construction phase.

c. In the event audible noise due to wind turbine operations contains a steady prominent pure tone as defined in Section 3.2.26 of EPA Report 550/9-76-003, such as a whine, screech, or hum, the standards for audible noise set forth in Subparagraph (a) of this subsection shall be reduced by five (5) dBA with respect to the prominent pure tone.

d. To separate ambient sound level from that of the Project and to enable the Parties to evaluate compliance with the noise limits, Owner shall evaluate compliance with the noise limit as part of its post-construction study.

Owner shall provide notification to potentially affected residents of the provisions of this Section relating to noise limits prior to initial operation of the Project.

Compliance with this Section 13 shall be interpreted by the PSCW as granted under Wisconsin law.

14. Signal Interference. If the Wind Turbines create interference with radio, cell phone or television signals, Owner, at Owner's sole expense, shall promptly but in no event in greater than seven (7) days send representatives to verify landowner signal complaints and in no greater than fourteen (14) days implement appropriate remedial measures (antenna adjustment, installation of repeater antennas or, if necessary, satellite dishes) to restore landowners' radio or television signals and mitigate interference caused by the Wind Turbines. Owner shall consult with affected landowners regarding the landowner's preferred reasonable mitigation solution for the interference problems, prior to implementing remedial measures, and the preferred solution shall be made permanent. In addition, Owner shall comply with all applicable state and Federal standards. Owner shall maintain a telephone "hot line" for landowner signal interference concerns.

With respect to cellular communications, Owner shall work with affected cellular providers to provide adequate coverage in the affected area.

Compliance with this Section 14 shall be interpreted by the PSCW as granted under Wisconsin law.

15. Shadow Flicker. In the event Owner receives landowner complaints about shadow at landowner's residence, Owner shall work with landowner to document and validate shadow caused by the Wind Turbine. If computer modeling indicates or, a log kept by a landowner documents that the average annual shadow on landowner's residence is 25 hours or greater, Owner shall work with landowner to implement, at Owner's sole expense, appropriate remedial and mitigation measures (e.g. blinds or plantings) that minimize or eliminate the problem during the times of day it is an issue. Owner shall maintain a telephone "hot line" for landowner shadow flicker concerns.

Landowners who are eligible for mitigation of shadow flicker may select a reasonable preferred mitigation technique, including, but not limited to, installation at Owner's expense of blinds or plantings. Owner shall provide notification to potentially affected landowners of their rights under this Section with respect to shadow flicker prior to initial operation of the Project.

Compliance with this Section 15 shall be interpreted by the PSCW as granted under Wisconsin law.

16. Monitoring Committee and Complaint Log. Owner shall, at Owner's expense, develop a system for logging and investigating all complaints from residents of the Town related to the operation of the Wind Turbines. Owner shall promptly document and investigate all complaints and communicate those findings to the landowner and, upon written consent of the landowner, provide a copy to the Town Clerk. In addition, Owner shall maintain a log of all complaints regarding the Project. The complaint log shall include, at a minimum, the name and address of the complainant, nature of the complaint, and steps taken by Owner to resolve the complaints. Furthermore, Owner acknowledges and agrees that the Town will appoint a monitoring committee ("Committee") for the purpose of monitoring complaints from residents of the Town together with the performance of this Agreement. The monitoring committee will consist of representatives of the Town Board, the Owner and Town residents, including at least one Non-Participating property owner. The Owner shall reimburse the Committee's reasonable and actual expenses related to the Committee member's participation in the monitoring committee, not to exceed \$5,000 per year. Where circumstances warrant, the Committee will attempt to assist residents in the resolution of complaints relating to the Project. Regardless of the existence and role of the Committee, residents who have been adversely affected by the Project retain all legal rights against the Owner. Nothing in this paragraph shall be construed as a condition precedent to pursuing claims against the Owner.

Owner, working in cooperation with the Committee and keeping the Committee fully informed, shall investigate, at Owner's expense, reasonable complaints forwarded to Owner by the Committee.

17. Groundwater Contamination. To avoid and minimize the potential of an impact to groundwater, Owner will follow their Erosion Control and Stormwater Management Plan, which includes a Spill Prevention, Containment, and Countermeasure Plan. This plan meets the state requirements of Wis. Stat. § 292.11, NR216 and NR706.

18. **Blasting.** In addition to the construction techniques required by the PSCW's CPCN, no blasting shall occur in connection with the construction or the decommissioning of the Project unless the Owner has provided prior notification to both Participating and Non-Participating property owners located within 1,500 feet of the blasting site, and the Town Clerk. All blasting shall be done in accordance with applicable laws and regulations.

19. **Safety.** Owner shall comply with the following safety standards:

- (a) The outside of the Wind Turbines shall not be climbable;
- (b) All access doors to the towers and electrical equipment shall be locked;
and
- (c) Appropriate warning signage shall be placed on each tower, all electrical equipment, and all entrances.

20. **Emergency Shutdown.** Owner shall be required to cease operations for the duration of any Emergency. Emergency shall mean a proven condition or situation that presents an imminent physical threat of danger to life or significant threat to property.

21. **Electrical Collector Lines.** To the extent practicable and not otherwise required by permit, restriction by other utility facilities, or lack of engineering feasibility, the electrical collector lines connecting each turbine to the next turbine shall be installed underground. The Owner has the burden of demonstrating that it is not practicable to install electric collector lines underground to a minimum of 42" with marker tape.

22. **Insurance.** Owner does not purchase general liability, automobile liability or workers compensation insurance at the primary level. Owner shall maintain not less than \$5,000,000 of claims-first-made excess general liability insurance on an occurrence basis (or its equivalent) over its self-insured retention that may change from time to time. Such excess insurance shall include automobile liability. Owner represents and attests that it is a qualified self-insurer for workers compensation in the State of Wisconsin. Upon request by the Town, Owner shall provide a certificate of insurance or comparable documentation that discloses the nature and amount of self-insurance or excess general liability insurance that is available for the Project.

23. **Defense of Land Use Decision.** In addition to the indemnification described above, Owner shall reimburse the Town its reasonable attorneys' fees incurred in defending any legal actions brought by third parties challenging the legality or enforceability of this Agreement or any portion thereof, or the issuance of any permits to Owner by the Town for the Project and, except where the basis for the action is that the Town failed to follow statutory procedures, shall further indemnify the Town against any damages awarded against the Town in any such actions. If the Town seeks reimbursement, it shall notify Owner in writing promptly upon discovering any claim entitling it to a land use defense reimbursement, but in no event later than 30 days after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it which may give rise to a claim for a land use defense reimbursement.

Owner shall not be obligated to reimburse the Town with respect to any such liability, action or claim if the Town fails to notify Owner thereof in accordance with the provisions of this section in sufficient time to permit Owner to defend against such matter and to make a timely response thereto, including, without limitation, any responsive motion or answer to a complaint, petition, notice, or other legal, equitable action or claim, but only insofar as such failure to notify Owner has actually resulted in prejudice or damage to Owner. With respect to any third Party action, lawsuit, proceeding, investigation or other claim which is subject to reimbursement under this section, Owner shall be entitled to assume and control (with counsel of its choice) the defense of such action, lawsuit, proceeding, investigation or other claim at Owner's expense; provided, however, that the Town shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by the Town) and to assert against any third Party any and all cross claims and counterclaims the Town may have, subject to Owner's consent, which consent shall not be unreasonably withheld. If Owner elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as either (i) such settlement provides an unconditional release of the Town, or (ii) Owner shall obtain the prior written consent of the Town (which consent shall not unreasonably withheld). If Owner elects to assume the defense of any claim, the Town shall fully cooperate with Owner and its counsel in such defense.

24. Tax Hold Harmless. The Parties acknowledge that the shared revenue payments payable to the Town under current state law may be revised or revoked by future Legislatures. In the event that the shared revenue payments payable to the Town are eliminated by the Legislature, Owner will pay the Town an amount equal to \$1667 per nameplate megawatt but only to the extent that the amount of \$1667 per nameplate megawatt is recoverable by Owner under Wis. Stat. § 196.20(7), for Wind Turbines actually installed and operating in the Town. Such payments shall be on an annual basis and payable on the 180th day after notice from the Town of Owner's obligation to pay under this paragraph. In the event shared revenue payments are eliminated by the Legislature Owner agrees to seek recovery from the PSCW as outlined under this paragraph. Owner's obligation to make such payments shall cease if the State adopts or implements a new mechanism to replace the shared revenue payments, to the extent that the new payment mechanism produces revenue not less than the revenue payable under the predecessor program.

The Parties acknowledge that the shared revenue payments referenced above are paid to the Town directly by the State of Wisconsin, not the Owner. Regardless, to the extent authorized by law and to the extent Owner is allowed cost recovery in rates approved by the PSCW (such recovery to be sought by the Town) Owner agrees to supplement the Town's annual shared revenue payments actually received by an amount equal to the annual percentage change of the Consumer Price Index as of January 1 of each calendar year beginning the first January following the date that the Town receives its first payment. For purposes of this escalator clause, the Consumer Price Index means the U.S. Department of Labor, Bureau of Statistics, Consumer Price Index for the United States, All Urban Consumers, all items, unadjusted index.

25. Reimbursement of Fees and Costs. Owner agrees to reimburse the Town's reasonable fees and costs, including its attorney's fees relating to the evaluation, preparation and

adoption by the Town of this Agreement as well as preparation for and participation in any regulatory proceeding related to the Project. In no event shall such fees exceed \$30,000. Owner shall pay the fees within thirty (30) days of receiving a written invoice.

26. Field Representative and Site Manager. Owner will be responsible for overseeing compliance with the conditions of this Agreement during the construction phase of the Project. Upon completion of construction, Owner shall designate a contact person for the Town who will be responsible for overseeing compliance with the conditions of this Agreement for the duration of the Term of this Agreement. Owner shall provide the names, addresses, daytime telephone numbers and emergency telephone numbers of any other designated field representative and site manager to the Town. The Town may make the telephone numbers available to local residents and officials upon their written request. Owner shall be entitled, upon written notice to the Town, to change the field representative or site manager, or make other changes in the contact information.

Wisconsin Electric Power Company
Mr. Andrew Hesselbach
231 West Michigan Street
Milwaukee, WI 53203
(414)221-2708

In addition, Owner will make contact information available for the entity providing operation (monitoring) and maintenance services.

27. Inspections. Except in case of an emergency, in which case Owner shall provide access to representatives of the Town as soon as possible, representatives of the Town shall be allowed to inspect the Wind Turbine sites after providing not less than 24 hours' advance written notice to Owner through its site manager as defined in Section 26. Owner may restrict the access of representatives of the Town regarding individual Wind Turbine sites for reasons of safety, construction or maintenance.

28. Windpower Facilities Participation and Easement Agreement. Owner agrees to offer Non-Participating landowners the opportunity to enter into a Windpower Facilities Participation and Easement Agreement in a form substantially similar to that attached as Exhibit D, provided that such landowner (a) has not otherwise entered into a lease, easement or setback waiver agreement with Owner; (b) has a primary residence located within one-third (1/3) of a mile of a Project Wind Turbine measured from the foundation of the residence to the center of the turbine; and (c) such residence was constructed and occupied as of the date of the Original JDA.

29. Governing Law and Venue. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Wisconsin, without regard to the conflicts of law principles thereof.

30. Relationship of Parties. The Parties understand and agree that no Party is an agent, employee, contractor, vendor, representative or partner of the other Party, that (except as

expressly set forth in writing) no Party shall owe a fiduciary duty to any other Party and no Party shall hold itself out as such to third parties and that no Party is capable of binding the other Party to any obligation or liability without the prior written consent of the other Party. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, shall create or constitute a partnership, joint venture or any other form of business organization or arrangement between the Parties.

31. Resolution of Disputes. Except for disputes that fall within the jurisdiction of the PSCW or other State or Federal agency, if a dispute arises out of or is related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree to first attempt in good faith to settle the dispute by mediation under the Center for Public Resources Institute for Dispute Resolution Mediation Procedure then currently in effect before resorting to arbitration. If the Parties are unable to so resolve the matter within forth-five (45) days of commencement of mediation, then any remaining unresolved controversy or claim arising out of or related to this Agreement or the breach thereof shall be settled by arbitration under the provisions of the Wisconsin Arbitration Act (Wis. Stat. ch. 788) and the procedures described below. The arbitration shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Parties shall each choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall select a third arbitrator to chair the arbitration panel. If the two appointed members cannot agree on a third member within fifteen (15) days, either Party may request that the appointment be made as provided in Wis. Stat. §788.04(1) by a Circuit Court Judge in the county in which the dispute arose. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. If arbitration or litigation is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

Dated this 30th day of July, 2010.

TOWN OF SCOTT

By: Wm Berget
William Berget, Chairman

Attest:

Jamie Stancer
Jamie Stancer, Clerk

Approved as to Form:

Michael J. Allen

By: Michael J. Allen
Town Attorney

WISCONSIN ELECTRIC POWER COMPANY

By: [Signature]

EXHIBIT A
Design Specifications/Height

Wind Turbine Drawing

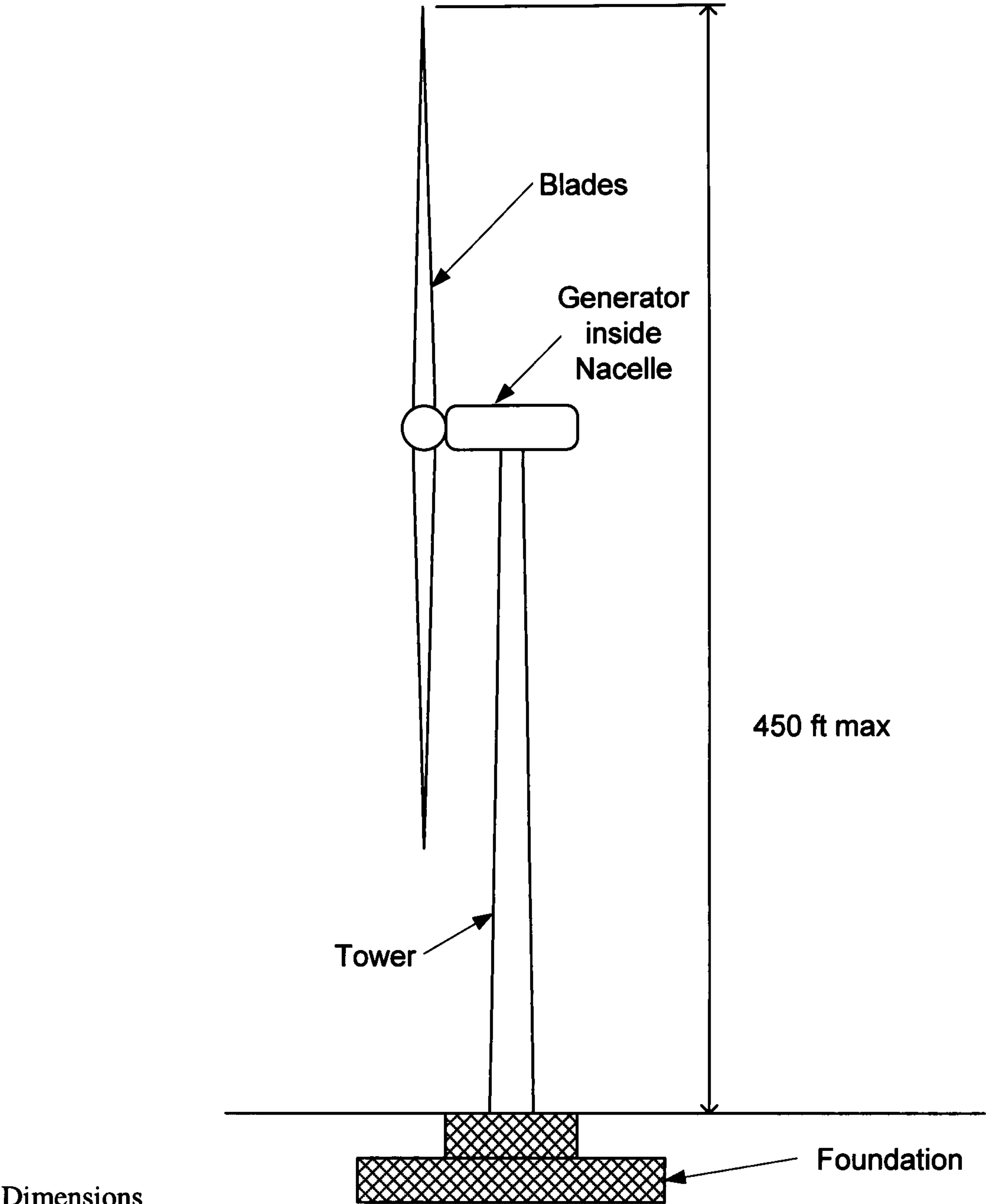


EXHIBIT B

Glacier Hills Wind Park Project DECOMMISSIONING AND SITE RESTORATION PLAN

This Decommissioning and Site Restoration Plan ("Decommissioning Plan") has been developed as an exhibit to the Joint Development Agreement ("JDA") between the Town of Scott ("Town") and Wisconsin Electric Power Company ("Owner").

The purpose of the Decommissioning Plan is to ensure that the Wind Farm and its related structures are properly removed at the end of their useful life (or if there is an Event of Default as described in Section 1(a) of the General Conditions) and that the surrounding soil and vegetation is restored to a usable and non-hazardous condition. The Decommissioning Plan contains the manner of equipment removal and site restoration.

Facility Dismantling, Removal and Site Restoration

The decommissioning process will be as follows:

- 1 Dismantle and remove the rotor, nacelle and tower and transport the entire turbine off site.
2. The concrete foundations and transformer pads will be removed to four feet (4 ') below the surrounding grade.
3. All the metal and cable will be cut off below four feet (4 ') at each foundation site so that there is nothing left in the ground above four feet (4') below grade level. Where possible, the metal and cable items will be separated and recycled.
4. Backfill the holes with the soil that was excavated and regrade the foundation areas to as close as reasonably possible to the original ground contours. These areas shall be returned as close as reasonably possible to pre-construction conditions suitable for agricultural use.
5. Other than those roads that the landowners wish to retain, all the access roads to the wind turbines would be removed and regraded as close as reasonably possible to the original ground contours. These areas would be returned as close as reasonably possible to pre-construction conditions suitable for agricultural use. However, for the purposes of this cost estimate it is assumed all the site access roads will be removed.

To the extent the transformer and all other substation equipment owned by Owner is no longer in use it shall be removed from the site. Following the removal of all substation equipment, all concrete foundations, gravel and fencing shall be removed and the area regraded as close as reasonably possible to the original ground contours. Again, this area shall be returned as close as reasonably possible to pre-construction conditions suitable for agricultural use.

In addition to the foregoing, all decommissioned gearboxes, transformers, and hydraulic systems shall be drained of all fluids and such fluids shall be put into appropriate containers before dismantling, and will be transported and disposed of in accordance with all state and federal environmental regulations. Moreover, to the extent that it is determined that it is more cost-effective to remove the turbine foundations using blasting techniques, a Blasting Plan shall be developed and prior approval shall be obtained from the Town. All blasting operations shall be conducted in accordance with State Fire Marshall and OSHA rules and regulations.

EXHIBIT C

Glacier Hills Wind Project TOWN OF SCOTT ROADS PLAN

This Roads Plan ("Roads Plan") has been developed as an exhibit to the Joint Development Agreement ("JDA") between the Town of Scott ("Town") and Wisconsin Electric Power Company ("Owner").

Section 1. **Owner Undertakings.** Owner hereby agrees to undertake the following in connection with the development of the Glacier Hills Wind Project ("Project"):

- (a) Attached is a copy of a form transport describing the types of information that the Owner must provide to the Town. The transport plan shall be provided prior to commencing deliveries by Owner at the Town Hall to indicate when heavy volume traffic is anticipated to be in the area of the Project site;
- (b) Project traffic shall be scheduled in a way to reasonably minimize the adverse impact on the local agricultural activity. Owner and Road Superintendent will agree to meet prior to work and during the course of the work as necessary. Meetings will be scheduled at a mutually agreed upon location;
- (c) Representatives of Owner shall meet with the school bus operator(s) and the relevant school officials. Parties will arrange delivery schedules to mitigate any conflicts with normal school bus schedules;
- (d) The Town's Road Superintendent shall have unfettered access to the Town roads to inspect the roads, culverts and adjacent ditches;
- (e) Owner shall reimburse the Town for all reasonable inspection costs by the Road Superintendent, including engineer fees, incurred as a direct result of the construction of the Project;
- (f) Town will inform Owner of what Town permits are required for the work. Owner shall submit permit applications as required to the Town's Road Superintendent;
- (g) Owner shall hold harmless, indemnify, defend, pay costs of defense, and pay any and all claims or judgment which may hereafter accrue against the Town and/or the Town Supervisor, and/or its agents, servants, employees and attorneys, to the extent that such are incurred as a result of any damage to the Town roads directly caused by the use of the Town roads by Owner, its successors and/or assigns or its employees, agents, contractors, subcontractors and material suppliers and their respective transport providers in connection with the construction and maintenance of the Project; Owner shall have no responsibility for indemnification under this Agreement for claims arising from use of the Town roads after the Owner has repaired the Town roads as described in Section 3 (b). In the event Owner

provides payment to the Town in lieu of repairing the Town roads, Owner shall no longer have responsibility for indemnification for the Town roads;

- (h) Upon completion of construction and receipt of files required in Section 4(c), Owner shall provide to the Town any "As-Built" drawings of improvements to the Town roads that Owner, its engineers, contractors or subcontractors may possess;

Section 2. **Pre-Project and Post Construction Roadway Condition Survey.**

- (a) Owner, at Owner's sole expense, has agreed to undertake an independent pre-Project Roadway Condition survey ("Independent Road Survey") prior to the commencement of construction of the Project to establish the condition of the roads ("Pre-Construction Condition"). The Independent Road Survey shall be a video taping of the existing roads with narrative and additional recording in more detail of specific locations that are of concern. The consultant ("Independent Consultant") conducting such survey shall be mutually agreed upon by the Parties. Owner shall cause the results of the Independent Road Survey to be shared with the Town promptly upon its receipt thereof.
- (b) Owner has agreed to undertake, at its own cost and expense, a Post Construction Roadway Condition Survey upon completion of all Wind Turbine construction activities, but prior to road repair by Owner, to establish the "Post Construction Condition" of the roads. Unless otherwise agreed to by the Owner and Town, the Post Construction Roadway Condition Survey shall be performed no greater than two (2) months before or after the month of the year in which the pre-Project Roadway Condition Survey was performed.
- (c) The Independent Consultant will compare the Pre-Construction Condition with the Post Construction Condition of the roads and will issue a report (the "Post Construction Condition Report") that identifies any work that needs to be completed to repair any damage to the roads caused as a direct result of the construction of the project.
- (d) To the extent possible the same Independent Consultant shall be used by the parties during both the Pre-Construction and the Post-Construction activities.

Section 3. **Owner Obligation to Repair Town Roads.**

- (a) In the event that Owner desires use of any Town road which is an unsurfaced, unimproved dirt road, Owner shall, at its sole expense and subject to the review and approval of the Road Superintendent, improve such road with a gravel surface and install or improve culverts in accordance with such Town road

standards as may be in effect and approved by the Town's Road Superintendent.

- (b) In addition, at the conclusion of construction of the Project, Owner shall, at its expense, repair or cause to be repaired any such road, including the culverts and the gravel surface, for damage caused as a result of construction of the Project. The Owner acknowledges that it is both necessary and appropriate to confer with the Town over alternative routes in order to minimize damage to Town roads. Therefore, if there is a reasonable alternative to the use of an already vulnerable Town road, and the Owner nevertheless elects to use the vulnerable Town road, the Owner shall be responsible for the entire cost to reconstruct the vulnerable road in question.
- (c) Owner hereby agrees that upon notice from the Town and to the extent allowed by Wisconsin law, it shall, at its expense and Owner's sole discretion, repair, cause to be repaired, or provide payment to the Town for repair or in lieu of repair for any damage to Town roads caused by the construction of the Project as determined by the Independent Consultant in the Post Construction Condition Report, whether such damage is caused by Owner, its successors or assigns, its employees, agents, contractors, subcontractors, material suppliers, or their respective transport providers. Except as specified in subsection 3(b) above, damage shall be interpreted to include only the incremental increase in damage to the roads caused directly by the Owner, its successors or assigns, its employees, agents, contractors, subcontractors, material suppliers or their respective transport providers and shall not include any damage due to normal wear and tear. Damage shall include, but not be limited to, damage to the road surface, subsurface, culverts and adjacent ditches. Any repairs undertaken pursuant to this Section 3 shall be in accordance with such Town road standards as may be in effect and approved by the Road Superintendent.
- (d) If any repair work and/or improvement work to the Town roads undertaken by Owner under Sections 3(a), (b) or (c) of this Plan, including those Town roads improved at Owner's discretion, shall require any repairs due to failure of the repair during the one (1) year period following completion of the repair, Owner shall, upon notification by the Town of the necessity for the repair, make such repairs at its own cost and expense. Should Owner fail to make the repairs within the time specified in the notification, the Town may cause the work to be done and the Town may invoice Owner for payment. If Owner provides payment to the Towns in lieu of repairs as described above in Section 3(c), Owner will provide an additional 2% payment to cover the cost of a warranty. Nothing in this Exhibit or JDA shall require the Owner to pay for repairs that are required as a part of routine maintenance of the roads or that are a result of the design or construction that was not the responsibility of the Owner.

Section 4. **Town Undertakings.** In consideration for the obligations of Owner under this Plan the Town agrees as follows:

- (a) Any and all required permits shall be issued by the Town in a timely manner upon the filing of appropriate and complete applications by or on behalf of Owner, its contractors, subcontractors, material suppliers and their respective transport providers.
- (b) The Town will coordinate and cooperate with Owner, its contractors, subcontractors, material suppliers and their respective transport providers to minimize the impact of their use of the roads on normal local traffic and minimize any delays in transportation of equipment and material to the project.
- (c) Provide Owner with existing electronic files in an industry recognized file format of all available road drawings and specifications, to the extent the Town possesses such files or can obtain them at minimal or no expense.

Section 5. Future Work by Owner. This Plan is limited to the Project as described in the Agreement. In the event that Owner desires use of Town roads for future repowering of the Project, demolition of the Project or development of another project, another road agreement with the Town with the same terms and conditions contained in this Agreement shall be required. For the purposes of this Section 5, “repowering” means any modification of the Project requiring the approval of the Wisconsin Public Service Commission, with the exception of the modification to the Project’s substation.

EXHIBIT D

WINDPOWER FACILITIES PARTICIPATION & EASEMENT AGREEMENT

This *WINDPOWER FACILITIES PARTICIPATION & EASEMENT* ("Agreement") is entered into this _____ day of _____, 2010 (the "Commencement Date"), by and between _____ (collectively, jointly and severally, the "Owner") and WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation d/a/a We Energies ("Grantee").

RECITALS

A. WHEREAS, Owner is the owner of certain real property, including a residence, (the "Property") located in Columbia County in the State of Wisconsin, whose address is _____.[include legal description]

B. WHEREAS, Grantee is developing a wind farm (the "Project") to be located in part on property nearby or adjacent to the Property (the "Nearby or Adjacent Property").

C. WHEREAS, Grantee desires to acquire certain land rights from the Owner's that will benefit the Project and the installation, operation and maintenance of wind turbines ("Turbines") comprising the Project.

D. WHEREAS, Owner desires to grant to Grantee such rights and cooperation with respect to the Property and any structures located on the Property pursuant to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) Owner's Cooperation

Owner hereby agrees to cooperate with Grantee, at Grantee's sole expense, in connection with the development of the Turbines and other facilities forming all or part of the Project (collectively the "Windpower Facilities") including, any zoning, licensing or other permitting proceedings or the granting of any consents required by third parties, obtaining the consent of any tenant or mortgagee claiming any interest in the Property, or any other consents or waivers required to install and/or develop the Windpower Facilities. Owner must provide Notice to Grantee and consult with and obtain Grantee's prior written approval as to the location of all buildings, dwellings, structures, improvements, trees or other obstructions ("Structures") greater than twenty-five (25) feet in height to be located one thousand two (1,200) feet or less from any of Grantee's Turbines or Windpower Facilities constructed after the effective date of this agreement upon Owner's real property. Grantee's approval shall be based upon whether, in

Grantee's sole and absolute discretion, and utilizing appropriate professional engineering and meteorological opinions, the proposed Structures at the proposed location are likely to interfere with wind speed or wind direction over any portion of the Adjacent Property, cause a decrease in the output or efficiency of any Turbine or otherwise interfere with Grantee's operations on the Adjacent Property, including Grantee's access thereto. Owner's right to erect Structures on the Property in compliance with all applicable laws and ordinances shall not be limited except as otherwise provided in this Agreement.

2) Owner's Compensation

In consideration for Owner's agreement hereunder, Grantee agrees to pay to Owner FIVE HUNDRED DOLLARS (\$500) or SEVEN HUNDRED AND FIFTY (\$750) in the case where Owner has two or more Turbines located within one third (1/3) of a mile from Owner's residence within ninety (90) days following the commencement of construction, as evidenced by Grantee giving the notice to proceed to the balance of plant contractor (the "Payment Commencement Date"), then annually thereafter, shall increase such amount by the rate of two percent (2%) each year for the term of this Agreement (the "Annual Cooperation Payment"). Grantee may elect to prorate for a calendar year the first payment noted above and thereafter make annual payments no later than January 31.

3) Term

The term of this Agreement shall commence upon the date of execution hereof and shall continue in effect for so long as any Turbines or Windpower Facilities shall continue to be located on the Property or any Nearby or Adjacent Property. This Agreement shall terminate upon the permanent removal of all such Turbines and Windpower Facilities.

4) Sales

Owner shall provide Notice to Grantee within five (5) days of the sale of any or all of the Property and include the name, address, and phone number of the new owner.

5) Notices

All notices or other communications required or permitted, shall be in writing and shall be deemed given or made five (5) days after deposit in the United States mail, first class, postage prepaid and certified, and shall be given to each party at the address for such party set forth under such party's signature to this Agreement. Any party may change its address for purposes of this Agreement by giving written notice of such change to the other parties in the manner provided in this Agreement. Notices given before actual receipt of notice of change shall not be invalidated by the change. Grantee shall, as and when available, provide Owner with updated information regarding the Grantee party that Owner may contact for information concerning the Project.

6) Assignment

Grantee shall have the right, without Owner's prior consent or approval, at any time and from

time to time, to mortgage, collaterally assign or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and to otherwise assign its interest in this Agreement to one or more persons or entities.

7) Enforceability

If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8) Governing Law

The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9) Rules of Construction and Interpretation

The rule of strict construction does not apply to the rights and obligations contained herein. Such rights and obligations shall be given a reasonable construction in order that the intention of the parties hereunder shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits hereto, and is hereby waived. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement.

10) Binding Effect

This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee, their heirs, executors, administrators, legal representatives, successors, assigns, lessees and licensees (including, without limitation, any and all successors to Owner in title to the Property).

11) Amendment

This Agreement constitutes the entire agreement, expressed or implied, between the parties hereto with respect to the subject matter hereof and it replaces and supersedes any prior written or oral agreements. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12) Counterparts

This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement, but only Grantee shall record its original in the office of the Register of Deeds for Columbia County.

13) Application of Setbacks

Regardless of Owner's execution of this Agreement, Grantee shall not place wind turbines less than 1,250 feet from Owner's residence or a distance less than 1.1 times the tip height of the wind turbine to the Owner's property line.

14) Application of Noise Standards

The cumulative Wind Turbine average dBA shall not exceed 50 dBA at the outside wall of the Owner's residence, existing as of the date of the execution of the original Joint Development Agreement between the Town of Scott and Wisconsin Electric Power Company dated October 27, 2009. The noise design limit shall be measured in accordance with the following protocol: The average dBA shall be measured by the LA90 metric, using the logarithmic average, over 10 minute intervals measured four times a day (early morning, mid-day, early evening and night) for three days. Noise measurements shall be taken during conditions that fairly represent the operation of the Project (e.g. enough wind that the Wind Turbine(s) are rotating, Wind Turbines are not locked, there is an absence of noisy farm equipment in the adjacent fields during the measurement period, measurements are taken during the different times during the same day and during both weekdays and weekends, etc.

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

Given under my hand and notarial seal this _____ day of _____ 20____.

Notary Public

CONSENT OF MORTGAGEE

The undersigned mortgagee of the Property hereby consents to the execution, delivery and recording of this Agreement.

Mortgagee: _____

By:

Print Name:

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me this _____ day of _____ 2010, the above named _____, the _____, for _____, and to me known to be the person who executed the foregoing instrument on behalf of _____ by its authority, and acknowledged the same.

Name: _____

Notary Public State of Wisconsin

My commission expires: _____