

NOTICE OF PUBLIC MEETING

A public meeting will take place at the time and place indicated below. The meeting is open to the public in keeping with Chapter 19, Subchapter IV, 1985 Wisconsin Statutes (Open Meeting Law).

Government Unit Conducting Meeting:	Common Council
Date:	January 27, 2025
Time:	5:00 p.m.
Place:	410 Division Street - 3 rd Floor Auditorium

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt the Agenda
5. Approval of Minutes:
 - A. Common Council Meeting November 25, 2024
 - B. Finance Committee Meeting December 4, 2024
 - C. Committee of the Whole Meeting December 9, 2024
 - D. Plan Commission Meeting December 12, 2024
 - E. Plan Commission Meeting December January 9, 2025
 - F. Committee of the Whole Meeting January 13, 2025
6. Communications
7. Public Comment
8. New Business
 - A. ESA Solar - Lease and Easement Option Agreement
 - B. Conditional Use Permit – Dalmark Development Group
 - C. Ordinance 24-001 Certified Survey Land Division Technical Requirements; Review and Approval
 - D. Ordinance 24-002 Minor Land Division (Certified Survey Map)
 - E. Certified Survey Map – Lower Dam Road
 - F. Ordinance 25-003 Pawnbroker and Secondhand Article and Jewelry Dealers
 - G. Charter Ordinance 25-001 Meeting of the Common Council
 - H. Ordinance 25-004 Order of Business - Meeting and Agenda Preparation
 - I. Resolution 25-001 Utility Budget Amendment
9. Committee Reports
 - A. Finance
 1. Payment of Bills
 - B. Personnel
 - C. Board of Public Works
 1. MSA Updates
 - a. Old Abe Memorial Park Project
 - b. 2024 Utility Improvement Project Update
 - c. Lower Dam Road Survey
 - D. Public Services
10. City Officials' Reports
 - A. Mayor
 - B. Attorney
 - C. Administrator
 - D. Clerk

- E. Treasurer
 - F. Library Director
 - 1. January and February Calendars
 - G. DPW Director
 - H. Chief of Police
 - I. Fire Chief
11. Convene Into Closed Session
- A. Pursuant to Wisconsin State Statutes 19.85(1) (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.
(Consideration of Denied Operators License- Rachel Greenwood).
12. Reconvene into Open Session and take Possible Action on Closed Session Items
13. Adjourn

Posted: January 23, 2025

Prepared By: Shannon Greenwood, City Clerk

Services are provided on an Equal Opportunity basis. Reasonable accommodation for alternative means of communication or access for individuals with disabilities will be made upon request. Please call 715-762-2436.

COMMON COUNCIL MEETING MINUTES 11/25/2024

The Common Council of the City of Park Falls met in regular session at 5:00 PM on Monday, November 25, 2024. Mayor Tara Tervort called the meeting to order at 5:00 PM and the following members were present:

Mayor: Tara Tervort

Alderman: Dan Greenwood
Dennis Wartgow
Terry Wilson
James Corbett
Anthony Thier
Dixie Weidman
Michael Mader
Dina Bukachek

City Attorney: Bryce Schoenborn – Excused

City Administrator: Scott Kluver

Staff present: Shannon Greenwood, Chief Marvin Nevelier, Becky Michels, Judy Kraetke (for Deb Hyde)

Also present: Jeff Seamandel, Tom LaVenture

There was a motion by Alderman Mader and seconded by Alderman Weidman to adopt the agenda with revision. Motion carried.

There was a motion by Alderman Wartgow and seconded by Alderman Mader to approve the minutes for the Common Council meeting on October 28, 2024, and the Committee of the Whole meeting on November 11, 2024. Motion carried.

COMMUNICATIONS

‘Deck the Halls Park Falls’ will be in Old Abe Memorial Park on Saturday, November 30th.

PUBLIC COMMENT

None.

NEW BUSINESS

Alderman Greenwood made a motion and seconded by Alderman Wilson to approve the Chicken Coop permit for 607 4th Avenue South. Motion carried. Alderman Bukachek made a motion and seconded by Alderman Mader to approve the 2025 Capital Improvements Budget as recommended. Motion carried, 8-0. Reviewed the lease buyout offer for the cell tower on Park Lane. There would be no effect on the Police Department repeater or service. No action taken, willing to consider in the future. At 5:30 there was a motion by Alderman Weidman and seconded by Alderman Mader to open the 2024 Levy Public Hearing. Motion carried. Mayor Tervort called three times for public comments. Motion by Alderman Weidman and seconded by Alderman Mader at 5:31 to close the Public Hearing. Motion carried. The rate of growth forecast is not significant, and shared revenue is dependent upon the state’s economy, forecasted to increase by 1-2%. Motion by Alderman Mader and seconded by Alderman Weidman to increase the levy by 2%. Motion carried, 6-2 (Corbett and Wilson opposed). Motion by Alderman Weidman and seconded by Alderman Mader to approve Resolution 24-

014 Adopting the 2025 Municipal Levy. Motion carried, 7-1 (Corbett opposed). Motion by Alderman Mader and seconded by Alderman Wilson to approve Resolution 24-015 Authorizing the Issuance and Sale of up to \$296,441 Sewerage System Revenue Bonds. Motion carried, 8-0. Discussed having only one meeting in December due to the Christmas holiday. Motion by Alderman Greenwood and seconded by Alderman Weidman to approve the December meeting Schedule and the 2025 Meeting, Election, and Holiday Calendar. Motion carried. Discussion on the employee holiday policy of 8-hour pay, versus the 9-hour workday. Motion by Alderman Greenwood and seconded by Alderman Wartgow to implement the 9-hour holiday pay for all departments, effective January 1, 2025. Motion carried, 6-2 (Mader, Weidman opposed).

Finance – Alderman Weidman made a motion and seconded by Alderman Bukachek to approve paying the bills in the amount of \$21,764.11. Motion carried, 8-0. Motion by Alderman Wilson and seconded by Alderman Weidman to approve the Contractors Application for Pay #5 to A1 Excavating in the amount of \$295,947.30. Motion carried, 8-0.

Personnel – Nothing to report.

Board of Public Works – Jeff Seamandel gave the MSA updates report including the progress of the utility improvement project, which is at substantial completion. Next spring MSA will meet with City and complete a final punch list. Recently completed the certified Survey map for Lower Dam Road. ROW width is 55', which is the maximum width available before encroaching into existing structures. Metal railings for the steps and ADA ramps have recently been fabricated for Old Abe Memorial Park. The building doors arrived on 11/18 and are being painted, and the light poles are expected to arrive around the end of December.

Public Services – Nothing to report.

CITY OFFICIALS' REPORTS

Mayor Tervort: Deck the Halls Park Falls will take place November 30th at Old Abe Memorial Park.

Administrator Kluver: No report.

City Clerk Greenwood: Declaration of candidacy, campaign finance and nomination sheets are available at the Clerks office.

Treasurer Michels: The final draw for YMCA is approaching, ahead of schedule. The Finance Committee meeting is scheduled for December 4th.

Library: December Calendar is in the packets.

Chief of Police Nevelier: Early November there was a case of child pornography, subsequent search warrant found drug/paraphernalia. A search at Chequamegon School District with the canine had no drugs recovered. Working on a camera for Old Abe Memorial Park.

The meeting was adjourned at 7:25 p.m.

Prepared by: Shannon Greenwood, City Clerk

FINANCE COMMITTEE MEETING MINUTES –12/4/2024

Government Unit Conducting Meeting: Finance Committee
Date: December 4, 2024
Time: 4:30 P.M.
Place: 410 Division Street, Park Falls, WI 54552

Members of the Finance Committee Present: Mayor Tara Tervort, Dina Bukachek, Dan Greenwood, Dixie Weidman, Jim Corbett

Staff: City Administrator Scott Kluver, Clerk Shannon Greenwood, Treasurer Becky Michels

Also Present: Michael Mader

The meeting was called to order by Finance Committee Chair Dina Bukachek at 4:30 pm.

Public Comment – None.

Discussion on financial policies and procedures and how the Finance Committee can take a more active role. Discussed the duties of the Finance Committee and how much oversight is necessary in order to establish good practices. Finance Committee to meet one half hour prior to council meetings to review invoices. Will review budget vs. actual comparison on a quarterly basis. Treasurer to provide monthly statements. There is currently no review or approval outside of the general account. Budget process to begin much earlier than past practices.

The meeting was adjourned at 6:01 p.m.

Prepared by: Shannon Greenwood, Clerk

COMMON COUNCIL COMMITTEE OF THE WHOLE 12/09/2024

The Common Council of the City of Park Falls met in regular session at 5:00 PM on Monday, December 9, 2024. Mayor Tara Tervort called the meeting to order at 5:00 PM and the following members were present:

Mayor:	Tara Tervort
Alderman:	Dan Greenwood Dennis Wartgow Terry Wilson - Excused James Corbett Anthony Thier Dixie Weidman Michael Mader Dina Bukachek
City Attorney:	Bryce Schoenborn
City and Zoning Administrator:	Scott Kluver

Staff present: Shannon Greenwood, Bill Hoffman, Marvin Nevelier, Larry Reas, Deb Hyde, Becky Michels

Also present: Gary Wollerman, Carol Mader, Michelle Schmidt, Juliette Corbett

There was a motion by Alderman Weidman and seconded by Alderman Mader to adopt the agenda as presented. Motion carried.

COMMUNICATIONS – Alderman Mader noted that the Christmas tree lighting event at Old Abe Memorial Park was well attended despite the cold weather.

PUBLIC COMMENT – Gary Wollerman suggested that all government entities review their budgets for potential cuts.

NEW BUSINESS

Members of Wednesday Night Live organizers inquired about the new policy requiring liability insurance for any public event over 50 people. The Lion's Club is their fiscal agent as they are not organized. Discussed the possibility of our insurance covering a different organizations event. Will need to explore options and gather more information before making a decision. Administrator Kluver reviewed the 2025 TID Budgets, noting that TID #5 has the most activity and is generating increment, as TID #6 is new and just getting off the ground. The housing development in TID #5 will help, but it will need a significant amount of development in the next couple of years or the general fund will have to make up the difference as debt payments increase. Motion by Alderman Weidman and seconded by Alderman Mader to approve the 2025 TID #5 and TID #6 Budgets. Motion carried, 7-0. Motion by Alderman Wartgow and seconded by Alderman Greenwood to approve Resolution 24-016 Adopting the 2025 General Fund, Capital, Debt Service, TID #5, TID #6, Water, Sewer, and Refuse Budgets. Motion carried, 7-0.

COMMITTEE REPORTS

Finance – There was a motion by Alderman Weidman and seconded by Alderman Bukachek to approve paying the bills in the amount of \$367,284.10. Motion carried, 7-0. Motion by Alderman Weidman and seconded by

4

Alderman Mader to approve the Contractors Application for Pay #6 to Janke General Contractors in the amount of \$175,182.92. Motion carried, 7-0.

Board of Public Works – Nothing to report

Public Services – Nothing to report.

Personnel – Nothing to report.

Update to Committee of the Whole on General City Operations – Administrator Kluver gave an update to the Committee of the Whole on general City operations, to include discussion of usage of City properties for hunting, foraging, or recreational use. There is a Plan Commission meeting scheduled for 12/12, and agenda items include a CSM and zoning map with another meeting in January to review conditional use permits.

The meeting was adjourned at 6:18 p.m.

Prepared by: Shannon Greenwood, City Clerk

PLAN COMMISSION MEETING MINUTES – 12/12/2024

Government Unit Conducting Meeting: Plan Commission
Date: December 12, 2024
Time: 3:30 P.M.
Place: 410 Division Street, Park Falls, WI 54552

Members of the Board of Plan Commission Present: Mayor Tara Tervort, Michael Mader, Dixie Weidman, Victor Ambrose, Gary Wollerman

Staff: City of Park Falls Zoning Administrator Scott Kluver, Shannon Greenwood, Bill Hoffman

The meeting was called to order by Mayor Tara Tervort at 3:30 pm.

Review and Recommendation on Certified Survey Map – Lower Dam Road

The Certified Survey Map draft was provided by MSA to formally plat Lower Dam Road and to provide clear delineation of the public right-of-way and property lines of the adjacent property owners. The proposed ROW is 55 feet, which is smaller than most, but cannot be larger without adversely affecting the adjacent properties. Motion to approve by Alderman Mader and seconded by Alderman Weidman. Motion carried, 5-0.

Discussion and Recommendation on Ordinance Amendment for Certified Survey Map Approvals

The current ordinance in place for the approval of CSM's is cumbersome and time consuming. The review of CSM does not need to require approval of both Plan Commission and Council. The City Attorney has drafted proposed ordinances to simplify the process; however, there are policy questions that need to be clarified. Motion by Alderman Mader and seconded by Alderman Weidman to eliminate Plan Commission approval for CSMs. Motion failed, 3-2, G. Wollerman and V. Ambrose voting no. Motion by V. Ambrose and seconded by Alderman Weidman that Ordinance should spell out specific situations in which a map does not need to be certified. Motion carried, 5-0. Motion by Alderman Weidman and seconded by V. Ambrose to change the language to encourages people to meet in advance prior to submitting an application for review. Motion carried, 5-0.

Discussion and Recommendation on Various Zoning Map Amendments/Clarifications

Reviewed the Zoning Map for 18 modifications to include missing and incorrect parcels and zoning modifications. Motion to accept all 18 changes as recommended by V. Ambrose and seconded by Alderman Weidman. Motion carried, 5-0.

The meeting was adjourned at 5:10 p.m.

Prepared by: Shannon Greenwood, City Clerk

PLAN COMMISSION MEETING MINUTES – 1/9/2025

Government Unit Conducting Meeting: Plan Commission
Date: January 9, 2025
Time: 5:00 P.M.
Place: 410 Division Street, Park Falls, WI 54552

Members of the Board of Plan Commission Present: Mayor Tara Tervort, Michael Mader, Dixie Weidman, Laurie Hart, Victor Ambrose, Gary Wollerman, Michelle Scharp

Staff: City of Park Falls Zoning Administrator Scott Kluver, Shannon Greenwood, Bill Hoffman

Public: Dennis Wartgow, Terry Wilson, Tony Thier, Dwight Webb, Jason Nelson, Rich Heier, Cheryl Heier, Mary Sammons, Elyn Schloer, Mary Ann Panke, Brent Balsavich, Pete Schuh, Ginger Feit

The meeting was called to order by Mayor Tara Tervort at 5:00 pm.

Public Comment – E. Schloer questioned why she did not receive notice as the Housing Director, and Administrator Kluver noted that it is not a requirement of a Conditional Use Permit to notify the Housing Director. G. Feit questioned why she did not receive notice, but it was noted that the owner's address in GIS is where the notice was mailed to.

Public Hearing – The Pines at Park Falls

Mayor Tervort opened the Public Hearing at 5:11.

P. Schuh inquired if there will be security fencing around the entire perimeter of the project. D. Webb noted that the excess soil and shrubs and trees will be used as a buffer around the perimeter, but no fencing. G. Feit also inquired about the percentage of low-income units there will be, and if this is the final meeting before approval. Mayor Tervort Closed the Public Hearing at 5:21.

Review and Recommendation on Conditional Use Permit

D. Webb noted that there was potentially going to be a lift station, but no longer needed as the project will gravity feed to Hwy 13. Plan Commission reviewed the statement on the nature of the project. Noted a correction on applicant name to North Development PF, LLC. Motion by V. Ambrose and seconded by D. Weidman to approve the Conditional Use Permit with corrections. Motion carried, 7-0.

Site Plan Approval – The Pines at Park Falls

Reviewed the Plan for adequate parking: The road will be a 2-way street, roads will be private and will be maintained by developer. Roads are wide enough for emergency vehicles with parked cars on the roadway. Meets all codes in case it should become public roadway in future. Test borings on the soil and extra boring done showed mostly sand and not a lot of rock. Discussed the retention ponds. Hydrants will be jointly maintained. Discussed connection to manhole on west side on highway 13 and run south. Discussed who would maintain water and sewer lines after installation. Discussed the WHEDA income averaging guidelines. D. Webb noted that the Dalmark Group is well versed in managing and keeping well maintained properties of this size. These units will have water and sewer costs included in the rent, and the property will maintain everything past the hydrants. Flushing of the hydrants will be coordinated with the City. The North side near an empty lot will have clearance for access in emergency situations.

These until will have slab on grade foundations, and they expect to have them poured, and road work in by the fall of 2025. Units will be complete and rented by the end of summer 2026. The State will require this project to maintain certain benchmarks – must meet schedule as funding in incremental. Outdoor lighting is downward

facing to prevent light pollution. The walking trail will be open to the public. Required to have a Bond to receive tax credits from WHEDA. Motion by V. Ambrose and seconded by L. Hart to approve the Site Plan as presented with the condition that it meets the minimum City and State Code Standards. Motion carried, 7-0.

Discussion on Conditional Use Permit Ordinances

Discussion on the current CUP Ordinances, and whether or not the process hampered the progress. It was noted that it still provides oversight as well as a public hearing. It was discussed that the City of Park Falls Zoning Code is out of date and not in step with state law.

The meeting was adjourned at 6:24 p.m.

Prepared by: Shannon Greenwood, City Clerk

COMMON COUNCIL COMMITTEE OF THE WHOLE 1/13/2025

The Common Council of the City of Park Falls met in regular session at 5:00 PM on Monday, January 13, 2025. Mayor Tara Tervort called the meeting to order at 5:00 PM and the following members were present:

Mayor:	Tara Tervort
Alderman:	Dan Greenwood - Excused Dennis Wartgow Terry Wilson James Corbett - Excused Anthony Thier Dixie Weidman Michael Mader Dina Bukachek
City Attorney:	Bryce Schoenborn
City and Zoning Administrator:	Scott Kluver

Staff present: Bill Hoffman, Marvin Nevelier, Deb Hyde, Becky Michels

Also present: Gary Wollerman, Carol Mader, Michelle Schmidt, Judi Grissmeyer

There was a motion by Alderman Mader and seconded by Alderman Weidman to adopt the agenda as presented. Motion carried.

COMMUNICATIONS –None.

PUBLIC COMMENT – Judi Grissmeyer spoke regarding trapping near city streets and sidewalks and the potential for pets and people to get caught in them. There was a question about the amount of time political signs can be left in yards.

NEW BUSINESS

Administrator Kluver explained parameters of the city insurance coverage when it comes to groups holding events on city property. Members of Wednesday Night Live were present and reported that the Lions Club International will cover their event as long as it is a fundraising event. The Chamber is also looking into the ability to extend their coverage to the Wednesday Night Live events. Park rental fees were discussed, and the members of Wednesday Night Live felt the \$100 cleaning fee and \$150 annual rental were feasible for them. Andrew Casper with WI DOT attended virtually to answer questions on the Hwy 13 project bid. There was discussion about using temporary signage during summer months instead of the flashing beacon and replacing the grass in the medians with rock or something other than concrete. Motion by Alderman Wartgow and seconded by Alderman Madar to eliminate the flashing beacon \$57,318.95, stamped concrete \$15,195.95 and sidewalk extension \$4,402.10 with a portion of the cost charged to the utilities. Motion carried 5-1. There is potential that the DOT would relet the bid due to Park Falls requesting to remove items from the current bid. The Common Council/Committee of the Whole meeting and committee structures were discussed. Motion by Alderman Wilson and seconded by Alderman Bukachek to move from having one Committee of the Whole and one Common Council meeting each month to having two Common Council meetings with the option to have Committee of the Whole added as an agenda item when needed. Motion carried 6-0.

COMMITTEE REPORTS

Finance – There was a motion by Alderman Weidman and seconded by Alderman Bukachek to approve paying the bills in the amount of \$1,003,812.07. Motion carried, 6-0. Motion by Alderman Weidman and seconded by Alderman Wartgow to approve the Contractors Application for Pay #7 to Janke General Contractors in the amount of \$97,928.07. Motion carried, 6-0.

Board of Public Works – Nothing to report

Public Services – Nothing to report.

Personnel – Nothing to report.

Update to Committee of the Whole on General City Operations – Administrator Kluver gave an update that the personnel evaluations have been completed.

At 7:06 p.m. there was a motion by Alderman Wilson and seconded by Alderman Mader to convene into closed session, pursuant to Wisconsin Statutes 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (*Regarding Faith Group Company, Yong Liu*). Motion carried, 6-0. City staff Kluver, Michels and Nevelier were present.

At 7:18 p.m. there was a motion by Alderman Wartgow and seconded by Alderman Wilson to reconvene into open session, for discussion to take possible action on closed session items. Motion carried, 6-0

The meeting was adjourned at 7:19 p.m.

Prepared by: Becky Michels, City Treasurer



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders
From: ^{SK} Scott J. Kluver, Administrator
Re: New Location and Agreement for Energy Storage Lease
Date: January 22, 2025

It has been some time since this has been discussed, but we have continued to work on the energy storage project with SDG BESS LLC on a location and agreement for their project. We are on the third location which is the former landfill located west of the City on Maple Ridge Road. Staff have looked at the proposed site plan and do not have issues with this. It would not be located on the cap of the landfill and would still allow necessary access to maintain the landfill area. The DNR would need to review the proposed plans and make a determination that the development would be acceptable. Fees related to this should be covered by SDG BESS LLC. The question is, are you agreeable to this site?

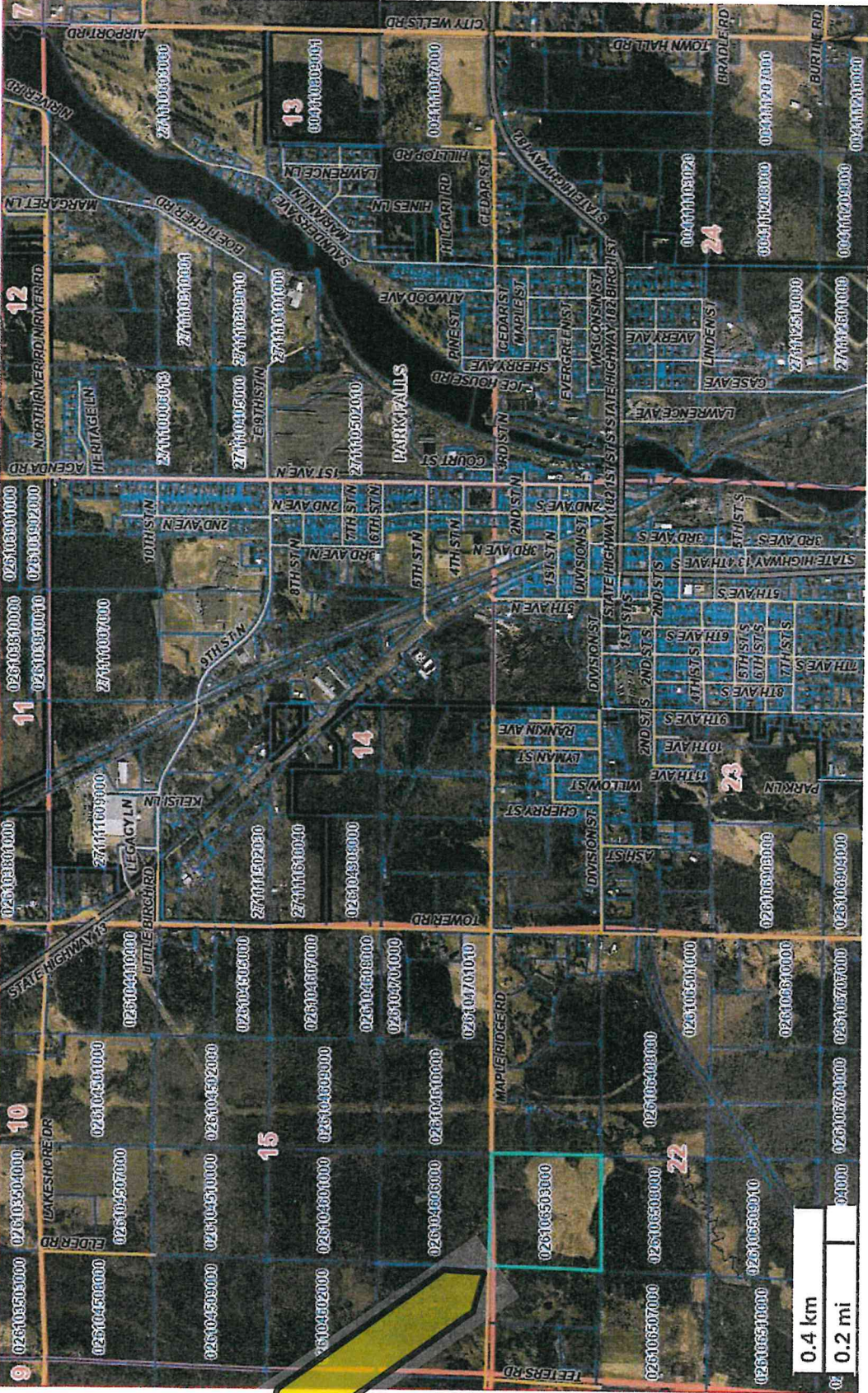
Also enclosed is the current version of the lease agreement, which was updated to include the new parcel location. Is there anything further regarding the agreement? If not, it should be ready.

Do know that as this location is outside of the City, SDG BESS LLC would need to work with the Town/County on any required zoning permits.

Please let me know if you have any questions regarding this matter. I anticipate there will be a representative from the company attending the meeting virtually.

Beacon™ Price County, WI

- Parcels
- Parcel Numbers
- Sections
- Roads
 - US Highways
 - State Highways
 - County Highways
 - Town Roads
 - City and Village Roads
 - Forest Roads
 - Private Roads



0.4 km
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ENERGY STORAGE LEASE AND EASEMENT OPTION AGREEMENT

This Energy Storage Lease and Easement Option Agreement (“**Agreement**”) is made as of this ___ day of _____, 1/20/2025 (“**Effective Date**”) between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin (“**Lessor**”), and **SDG BESS, LLC**, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Price County in the State of Wisconsin, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a battery energy storage system on the Premises (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section I.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an exclusive, unconditional, and irrevocable option to lease the Premises for the purposes of testing and evaluating the feasibility of the Premises for energy storage purposes (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Battery Facilities**”:

(i) utility scale energy storage facilities including storage facilities utilizing battery technology and other equipment that stores and/or collects energy, and any related fixtures and facilities;

(ii) appurtenant electric facilities, including inverters, cables, foundations, mounting units and any related fixtures and facilities;

(iii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, gates, fences, roads and related structures and facilities;

(iv) overhead and/or underground electrical transmission, collection and communications lines and cables, electric transformers, switching stations, substations, energy storage facilities and telecommunications equipment (collectively, "**Transmission Facilities**"); and

(v) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for energy storage purposes; and

(vi) Lessee agrees to install a locked gate at the access route entrance where both Lessee and Lessor will have access to the lock.

(b) Purpose of Agreement. This Agreement is solely and exclusively for energy storage purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for energy storage purposes. For purposes of this Agreement, "energy storage purposes" means: assessing the feasibility of the Premises for, and if Lessee so elects, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using the Battery Facilities, and any and all other related activities.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an easement for ingress to and egress from the Battery Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(ii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in

connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Battery Facilities to the extent such use does not interfere with the Battery Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

(f) Security. Lessee may provide all security measures reasonably necessary, in Lessee's sole opinion, to protect against damage or destruction of Lessee's Battery Facilities, or injury or damage to persons or property in the area of the Battery Facilities, including warning signs and closed and locked gates, and other measures.

ARTICLE II. LEASE TERM

Section II.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The "**Option Period**" commences on the Effective Date and expires on the earlier of (i) the Extended Term Date, and (ii) the date that is Twelve (12) months after the Effective Date (the "**Initial Option Period**"). Lessee may at any time, by written notice to Lessor prior to the expiration of the then-current Option Period, extend the Option Period for ~~Five-Four~~ (54) additional periods of One (1) years each (each, an "**Extension Option Period**" and, together with the Initial Option Period, the "**Option Period**"), provided that the Option Period in the aggregate cannot exceed Sixty (60) months. If the Option has not been exercised prior to the end of the Option Period, this Agreement shall automatically terminate.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee's exercise of the Option to lease the Premises for the Extended Term ("**Option Notice**"), which date shall be at least 30 calendar days after the date the Option Notice was sent and must be within the Option Period ("**Extended Term Date**"). Lessee may exercise the Option for all or a portion of the Premises, and shall include such information in the Option Notice. If Lessee elects to exercise the Option for less than the entire Premises, the parties agree to amend Exhibit A. Upon Lessee's exercising of the Option, the parties shall execute a memorandum of lease in substantially the form attached as Exhibit C. The Extended Term of the Agreement is Twenty (20) years from the Extended Term Date unless sooner terminated in accordance with the terms of the Agreement ("**Extended Term**").

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term for Six (6) additional period(s) of Five (5) years each ("**Renewal Term**"). To exercise its option to renew the term of this Agreement for the Renewal Term, Lessee must deliver a written extension notice to Lessor no later than 180 days prior to the expiration of the Extended Term,

provided, however, that if Lessee fails to give notice of the exercise of option to extend, such option shall not lapse unless Lessor gives Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section II.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Battery Facilities in accordance with Section 4.3; or

Section II.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section III.1 Option Period Rent

During the Option Period Lessee shall pay Lessor an annual payment equal to Five Thousand and 00/100 (\$5,000.00) Dollars ("**Option Rent**"). The first payment of the Option Rent shall be paid to Lessor within 30 calendar days after the Effective Date. Subsequent payment of Option Rent shall be payable on the annual anniversary of the Effective Date of each year during the Option Period. If the Option is exercised, the Option Rent shall accrue up to the Extended Term Date and any excess Option Rent previously paid by Lessee to Lessor shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon written notice to Lessor; *provided, that*, any Option Rent payments made to Lessor shall be nonrefundable to Lessee if this Agreement is terminated.

Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to make any payment to Lessor otherwise required under this Agreement until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Agreement or (ii) be provided by Lessee to

Lessor promptly upon execution of this Agreement. Lessee's failure to provide a form W-9 shall not discharge the requirement that Lessor provide a Form W-9 prior to receiving payment.

Section III.2 Annual Rent

The Annual Rent during the Extended Term and Renewal Term shall be paid as follows:

During the Extended Term Lessee shall pay Lessor an annual payment equal to Five Thousand and 00/100 (\$5,000.00) Dollars per acre ("Annual Rent"). For the avoidance of doubt, the Annual Rent shall never be less than Fifty Thousand and 00/100 (\$50,000.00) Dollars. For the first year of the Extended Term, Annual Rent shall payable within 45 days of the Extended Term Date and each subsequent payment of Rent shall be due within thirty (30) days of each anniversary of the Extended Term Date and shall escalate cumulatively by an amount equal to the greater of (y) two percent (2%) of the Rent in effect during the previous Lease year, and (z) the lower of (i) the then current rate of inflation provided by the chained CPI for all urban consumers as stated by the U.S. Bureau of Labor Statistics, but shall not exceed five percent (5%) at ~~Two percent (2%)~~ annually beginning in the second full calendar year of the Extended Term.

Section III.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Battery Facilities when due, including any such taxes based on electricity storage or production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Battery Facilities on the Premises, including reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Battery Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section IV.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Battery Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed.

Section IV.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Battery Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section IV.3 Lessee's Improvements and Remediation

(a) All Battery Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Battery Facilities on the Premises. The Battery Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Battery Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Battery Facilities in good condition and repair, ordinary wear and tear excepted, and maintain any roads it has constructed or any preexisting roads it utilizes for ingress and egress, provided however that Lessor agrees any damage or obstructions to the roads caused by the Lessor or its contractors, agents or invitees, shall be the cost and burden of the Lessor to promptly repair. All Battery Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Battery Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section IV.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section IV.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Battery Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual aggregate of one million dollars, for the period prior to the Extended Term Date, and two million dollars, for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Battery Facilities and Premises may be provided as part of a blanket policy that covers other Battery Facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section V.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section V.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor.

Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement. Battery Facilities located on the Premises from time to time may be operated in conjunction with Battery Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any energy storage system, or similar project on the Premises.

(b) Hunting. During the Extended Term and Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section V.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section V.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Battery Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Battery Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee 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 Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section V.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status

of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section VI.1 Indemnification

Each Party ("**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date and, as to Lessee, any damages or bodily injury caused by the construction, operation or decommissioning of the Battery Facilities), (ii) any negligent or intentional act or omission on the part of the Indemnifying Party, or (iii) any violation of federal, state or local law by Lessee. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section VII.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender 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 Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section VII.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for energy storage purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties;

or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Battery Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section VII.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Battery Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section VIII.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Battery Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Battery Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section VIII.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the

reasonable costs of removing or relocating any of the Battery Facilities or the loss of any such Battery Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section VIII.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section IX.1 Events of Default

Each of the following shall constitute an event of default that shall permit the nondefaulting Party to terminate this Agreement or pursue other remedies available at law or equity.

(a) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 calendar days after written notice from Lessor; or

(b) any other material breach of this Agreement by either Party which continues for 60 days after receipt of written notice of default from the nondefaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section IX.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Battery Facilities from the Premises at Lessee's expense except as otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have 12 months from the date the Agreement expires or is terminated to remove the Battery Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Battery Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor on a monthly basis an amount equal to the Annual Rent divided by 12, prorated as applicable for any partial month.

Section IX.3 Bond.

On or before the date that the Extended Term commences, Lessee shall obtain and deliver to Lessor a letter of credit or parent company guarantee from an investment grade entity in a form substantially acceptable to Lessor and Lessee, or, upon Lessee's discretion, another commercially available security instrument such as, for example, a performance bond or irrevocable letter of credit or in a form substantially acceptable to Lessor and Lessee with sufficient surety to pay for the Net Decommissioning Costs ("Decommissioning Bond"); provided that, the Net Decommissioning Costs shall be reduced by the portion of any remediation bond or other security posted by Lessee, as required by any governmental or regulatory agency, attributable to the Property, if any.

Section IX.4 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessor's right to pursue remedies available at law or equity.

ARTICLE X. MISCELLANEOUS

Section X.1 Separate Agreements

Lessee may divide the Premises into two or more separate, stand-alone projects or phases of development if such division becomes, in Lessee's sole discretion, necessary to further the operations and/or the development of the Battery Facilities and a separate entity may be the lessee or grantee for each project or phase of development. If Lessee elects to divide the Premises into two or more projects or phases of development, Lessor shall, within 20 days after written request from Lessee, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Lessee two (or the requested number of) stand-alone new agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee and with the necessary easement, subeasement or co-easement rights in the Premises (each, a "**Bifurcated Agreement**"). Any Bifurcated Agreement shall: (i) specify the portion(s) of the Premises to be covered by such Bifurcated Agreement (and the term "Premises", as used in such Bifurcated Agreement shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee, any assignee, or any other person or entity prior to the execution of such Bifurcated Agreements, and except for any modifications that may be required to ensure that Lessee's and Lessor's respective combined obligations under such Bifurcated Agreements do not exceed their respective obligations under this Agreement and be in a form reasonably acceptable to Lessee and Lessor); (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates; (v) require payment of rent to Lessor in the amount shown in Article III of this Agreement for any acreage of the Premises subject to such Bifurcated Agreement; (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Premises; and (vii) specify that Lessor acknowledges and agrees that any new Bifurcated Agreements shall be separate stand-alone obligations of the lessee or grantee named in such Bifurcated Agreement, and that in the event of a uncured event of default by the named lessee or grantee under one Bifurcated Agreement, such default shall not affect or cause a termination of any other Bifurcated Agreement.

Section X.2 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail

or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

City of Park Falls
400 4th Ave. S.
Park Falls, WI, 54552
Attn: _____

If to Lessee:

SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32792
Attention: Development

Section X.3 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section X.4 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section X.5 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE

27

PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section X.6 Cooperation

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 Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section X.7 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section X.8 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section X.9 Confidentiality

To the extent permitted by law, Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Battery Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. The foregoing The provisions of this Section 10.9 shall not prevent Lessor from providing a copy of this Agreement or other materials in Lessor's possession are related to this Agreement in response to an open records request in compliance with applicable law, provided Lessor shall, to the extent permitted by law, redact the financial terms set forth herein. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the

foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section shall be limited as necessary to comply with applicable law. The provisions of this Section 10.9~~8~~ shall survive the termination or expiration of this Agreement.

Section X.10 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section X.11 Memorandum of Option

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement in a form substantially similar to the attached Exhibit B ("Memorandum"), which Lessee may record in the register of deeds office in the county in which the Property is located.

Section X.12 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section X.13 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Energy Storage Lease and Easement Agreement to be executed as of the Effective Date.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Energy Storage Lease and Easement Agreement to be executed as of the Effective Date.

LESSEE:

SDG BESS LLC, a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PREMISES

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of 16.13 acres, more particularly described as follows:

Parcel Number: 50-271-2-40-01-14-2-01-000-10000

EXHIBIT B
FORM OF MEMORANDUM OF OPTION

[Attached]

Prepared by &

Return to: Attn: Justine Taleck
SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32751
Phone: 407-232-7440

**MEMORANDUM OF ENERGY STORAGE LEASE
AND EASEMENT OPTION AGREEMENT**

THIS MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT OPTION AGREEMENT (“**Memorandum**”) executed as of the ___ day of _____, 1/20/2025, by and between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin (“**Lessor**”) whose address is 400 4th Ave. S., Park Falls, WI, 54552, and **SDG BESS, LLC**, a Delaware limited liability company (“**Lessee**”) whose address is 2250 Lucien Way, Suite 305, Maitland, FL 32751. Lessor and Lessee may hereafter be referred to as, together, the “**Parties**”.

RECITALS

A. Lessor and Lessee have entered into a certain Energy Storage Lease and Easement Option Agreement (“**Option**”), dated _____, 1/20/2025 (“**Effective Date**”), whereby Lessor has granted to Lessee an exclusive, unconditional, and irrevocable option to lease certain real property for energy storage purposes, together with access easement rights across said property in Price County, Wisconsin, and being more particularly described on the attached Exhibit A (“**Premises**”).

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Option.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Option, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor and Lessee have entered into the Option to grant to Lessee the exclusive, unconditional, and irrevocable option to lease and demise the Premises for energy storage purposes and to grant access easements. Pursuant to the Option, Lessee has the exclusive, unconditional, and irrevocable option to lease the Premises for energy storage purposes, together with certain related access and other easement rights and other rights related to the Premises, all as more fully described in the Option.

2. The term of the Option (“**Option Period**”) commences on the Effective Date and continues for a period of up to Sixty months. Lessee may exercise the Option by delivering to Lessor the Option Notice, which shall identify the Extended Term Date and shall specify the portion of the Premises on which Lessee exercises the Option. Upon Grantee’s exercise of the Option, the parties shall execute a memorandum of easement, which Grantee may record in the register of deeds office in the county in which the Premises is located.

3. Subject in all respects to the terms and conditions of the Option, Lessor has agreed that, from and after the Effective Date of the Option, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Option and all of Lessee’s rights, title and interests created thereby, (ii) any lien of any lender of Lessee’s then in existence on the leasehold estate created by the Option, and (iii) Lessee’s right to create a lien in favor of any lender of Lessee’s.

4. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Option, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties’ respective heirs, executors, administrators, successors and assigns.

5. The terms and conditions of the Option are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Option and this Memorandum, the Option shall control.

6. 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.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF PRICE)

On this the ___ day of _____, 1/20/2025, before me, the undersigned notary, personally appeared _____, who acknowledged himself/herself to be the _____ of the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by himself/herself as _____.

In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSEE:

SDG BESS, LLC a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

On the ____ day of _____, in the year 1/20/2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she is the _____ of **SDG BESS, LLC**, a Delaware limited liability company.

(Signature of Notary Public)

Printed Name: _____

My Commission Expires: _____

Exhibit A

Premises

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of 16.13 acres, more particularly described as follows:

Parcel Number: 50-271-2-40-01-14-2-01-000-10000

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

[Attached]

Prepared by &
Return to: Attn: Justine Taleck
SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32751
Phone: 407-232-7440

**MEMORANDUM OF ENERGY STORAGE LEASE
AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT (“**Memorandum**”) executed as of the ___ day of _____, 1/20/2025, by and between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin (“**Lessor**”) whose address is 400 4th Ave. S., Park Falls, WI, 54552, and **SDG BESS, LLC**, a Delaware limited liability company (“**Lessee**”) whose address is 2250 Lucien Way, Suite 305, Maitland, FL 32751. Lessor and Lessee may hereafter be referred to as, together, the “**Parties**”.

RECITALS

A. Lessor and Lessee have entered into a certain Energy Storage Lease and Easement Agreement (“**Lease**”), dated _____, 1/20/2025 (“**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property for energy storage purposes, together with access easement rights across said property in Price County, Wisconsin, and being more particularly described on the attached Exhibit A (“**Premises**”).

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor and Lessee have entered into the Lease to lease and demise the Premises for energy storage purposes and to grant access easements. Pursuant to the Lease, Lessee has the

exclusive right to use the Premises for energy storage purposes, together with certain related access and other easement rights and other rights related to the Premises, all as more fully described in the Lease.

7. The “**Extended Term**” shall commence on the Extended Term Date included in the Option Notice and continue until a date that is Twenty years after the Extended Term Date unless sooner terminated in accordance with the terms of the Lease. Lessee has the right and option to extend the Extended Term for Six additional periods of Five years each (“**Renewal Term**”).

8. Subject in all respects to the terms and conditions of the Lease, Lessor has agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Lease and all of Lessee’s rights, title and interests created thereby, (ii) any lien of any lender of Lessee’s then in existence on the leasehold estate created by the Lease, and (iii) Lessee’s right to create a lien in favor of any lender of Lessee’s.

9. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of Lessee’s right, title or interest in the Lease: hypothecate, mortgage, grant or pledge, or assign, sublease, transfer, or convey, provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall be fully relieved from liability as to the rights, title and interest and obligations so assigned, subject to the provisions set forth in the Lease.

10. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Lease, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties’ respective heirs, executors, administrators, successors and assigns.

11. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

12. 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.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: _____

Title: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF PRICE)

On this the __ day of _____, 1/20/2025, before me, the undersigned notary, personally appeared _____, who acknowledged himself/herself to be the _____ of the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by himself/herself as _____.

In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSEE:

SDG BESS, LLC, a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

STATE OF FLORIDA §

 §

COUNTY OF ORANGE §

On the ____ day of _____, in the year 1/20/2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she is the _____ of **SDG BESS, LLC, a Delaware limited liability company.**

(Signature of Notary Public)

Printed Name: _____

My Commission Expires: _____

44

Exhibit A

Premises

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of 16.13 acres, more particularly described as follows:

Parcel Number: 50-271-2-40-01-14-2-01-000-10000



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders
From: Scott J. Kluver, Administrator ^{SK}
Re: Conditional Use Permit for North Development PF Recommendation
Date: January 20, 2025

Enclosed you will find a copy of the Conditional Use Permit (CUP) for North Development PF (the Pines at Park Falls) as recommended by the Plan Commission. The Plan Commission held a public hearing regarding this CUP for which there were some questions from citizens regarding the proposed 60-unit housing project. In addition, the Plan Commission approved the site plan for the development.

The Council would need to approve the CUP. Per ordinance 480-11 B, a conditional use permit is required when there is more than one principal structure per lot. The proposed plan provides that there would be 25 principal structures between the three parcels.

I have attached ordinances related to the CUP process for you to review. Know that per ordinance 480-32, there are a number of items that you can request from the developer to assist in your decision-making process. Ordinance 480-35 outlines the standards that the Plan Commission considered as part of its review. It is important that the Council affirm these discussion points and that they appear in the minutes. Ordinance 480-38 outlines areas where potential conditions can be placed on the applicant.

It is important to note that a Conditional Use Permit cannot be unreasonably denied per state law. Any denial will require factual evidence be provided to support the denial.

Once the CUP is approved, the outstanding items remaining include the development agreement, a request with North Development PF that they provide detailed utility construction plans, and that a standard construction permit is issued. Please let me know if you have any questions on this matter.

CITY OF PARK FALLS CONDITIONAL USE PERMIT

A Conditional Use Permit is hereby granted, pursuant to Chapter 480, Article V of the City of Park Falls Zoning Ordinance to North Development PF LLC of Leawood, KS (hereinafter User), in respect to property currently zoned C-1 Commercial, herein referred to as Subject Property, described as:

Street Address: Not Assigned – Tower Road

Legal Description: 14-40-1W PRT OF SW-NW LOT 1 CSM #1456 VOL 8 PG 205; 14-40-1W PRT OF S 1/2 OF NW 1/4 LOT 3 CSM #1456 VOL 8 PG 205

Tax ID: 28017, 28018, 24520 **PIN:** 50-271-2-40-01-14-2 03-000-07100
50-271-2-40-01-14-2 03-000-07300
50-271-2-40-01-14-2 03-000-10000

This Conditional Use Permit is granted for the purpose of permitting the User, and only the User, to engage in the permitted use set forth immediately below:

1. To construct a multi-family and multi-structure housing development (The Pines at Park Falls) at the property located off of Tower Road referenced above, in the C-1 Commercial District in accordance with Chapter 480 Article V of the City of Park Falls Zoning Code.

This Conditional Use Permit is subject to the following special conditions:

1. This Conditional Use Permit is issued exclusively to the User, does not run with the land for which it is issued, and may not be sold, conveyed, assigned or otherwise transferred to any other person or entity. This permit will be effective once all conditions are complied with as specified in ordinance.
2. Issuance of a Conditional Use Permit does not indicate that the City of Park Falls has certified the above referenced dwelling nor has it inspected the building, nor does it ensure that it meets local, state, federal, or professional requirements or standards related to the subject use.
3. This permit shall remain in effect so long as the permit holder complies with all conditions of this permit and applicable City of Park Falls ordinances.
4. Where the Plan Commission has approved or conditionally approved an application for a conditional use, such approval shall become null and void within 12 months of the date of the Commission's action unless the use is commenced, construction is underway or the current owner possesses a valid building permit under which construction is commenced within six months of the date of issuance and which shall not be renewed unless construction has commenced and is being diligently prosecuted. Approximately 45 days prior to the automatic revocation of such permit, the Zoning Administrator shall notify the holder by certified mail of such revocation. The Plan Commission

47



may extend such permit for a period of 90 days for justifiable cause, if application is made to the City at least 30 days before the expiration of said permit.

Statement on the nature of the approval:

In approving this Conditional Use Permit, the Plan Commission confirmed the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare; that the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use, and the proposed use is compatible with the use of adjacent land; that the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; that the proposed use does not violate floodplain regulations governing the site; that when applying the above standards to any new construction of a building or an addition to an existing building, the Plan Commission shall bear in mind the statement of purpose for the zoning district such that the proposed building or addition at its location does not defeat the purposes and objectives of the zoning district.

Appeal rights for applicant and other aggrieved persons:

Within 10 days of the decision date, a written appeal, including the reasons for the appeal, must be received by the City Clerk. The appeal process will follow the procedure outlined in 480-37 of the zoning ordinance.

North Development PF, LLC
Zac Nichols, Member

Date _____

Personally came before me this ____ day of _____, 2025, the above-named Zac Nichols, to me known to be the person who executed for the foregoing instrument and acknowledge the same.

Notary Public, Price County, Wisconsin

My commission expires: _____



Tara Tervort, Mayor
City of Park Falls

Date

Personally came before me this ____ day of _____, 2025, the above-named Tera Tervort, known to be the person who executed for the foregoing instrument and acknowledge the same.

Notary Public, Price County, Wisconsin

My commission expires: _____

Scott J. Kluver, Zoning Administrator
City of Park Falls

Date

Personally came before me this ____ day of _____, 2025, the above-named Scott J. Kluver, known to be the person who executed for the foregoing instrument and acknowledge the same.

Notary Public, Price County, Wisconsin

My commission expires: _____





400 Fourth Avenue South
 P.O. Box 146
 Park Falls, WI 54552
 Phone (715) 762-2436 • Fax (715) 762-2437
www.cityofparkfalls.com

PETITION FOR:

- () Minor Subdivision - \$200 filing fee
- () Zoning Change - \$200 filing fee
- () Appeal from Zoning Ordinance - \$200 filing fee
- Conditional Use Request - \$200 filing fee
- () Appeal from Subdivision Requirements - \$200 filing fee

This Petition is for: North Development PF LLC

Reason for Petition: The development: The Pines at Park Falls

Property Description: PIN: 50-271-2-40-01-14-203-000-07300
PIN: 50-271-2-40-01-14-203-000-07100

*ATTACH SITE MAP/PLAT & BUILDING CONSTRUCTION PLANS

[Signature] 10/21/2024
 Signature of Applicant Date

6198 CTH K
 Address

Rhineland, WI 54501
 City, State, Zip

Home Phone _____ Cell Phone 320-828 0881 email dwrightwebb.RE1@gmail.com

Publication Schedule

Rezoning Request 1st Pub Date Dec 19, 2024
 Class II Notice 2nd Pub Date Dec 26, 2024

Plan Commission 1st Pub Date _____
 Class II Notice 2nd Pub Date _____

Meeting Schedule

Plan Commission Meets: Jan 9, 2025

Zoning Board of Appeals Meets: _____



400 Fourth Avenue South
P.O. Box 146
Park Falls, WI 54552
Phone (715) 762-2436 • Fax (715) 762-2437
www.cityofparkfalls.com

Zoning Board Appeals 1st Pub Date _____
Class II Notice 2nd Pub Date _____

DO NOT WRITE BELOW THIS LINE – OFFICE USE ONLY

Date submitted: Oct. 22, 2024

Fee paid \$ 700

Action: () Granted () Denied () Plans Requested

Date Paid \$ Dec. 2, 2024

If denied, basis for denial: _____

Signature: _____
Brentt P. Michalek, City Administrator

Date: _____



Re:

1 message

Dwight Webb <dwightwebb.re1@gmail.com>

Tue, Dec 3, 2024 at 3:11 PM

To: City Of Park Falls Admin Email <admin@cityofparkfalls.com>

Hi Scott,

It appears we have all of the needed requirements submitted from the list in this email. Below is the statement that the project will conform to all of the standards of the 480-35 ordinances.

The Pines at Park Falls project will conform to all of the ordinance requirements from 480-35 listed below.

§ 480-35. Standards for conditional uses.

No application for a conditional use shall be granted by the Plan Commission or granted by the Zoning Board of Appeals on appeal unless the following conditions are present:

- A. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- B. That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use, and the proposed use is compatible with the use of adjacent land.
- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- D. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- E. That the proposed use does not violate floodplain regulations governing the site.
- F. That, when applying the above standards to any new construction of a building or an addition to an existing building, the Plan Commission shall bear in mind the statement of purpose for the zoning district such that the proposed building or addition at its location does not defeat the purposes and objectives of the zoning district.

Please let me know when we can schedule the plan commission meeting to approve the CUP.

Thank you,

Dwight

On Thu, Oct 31, 2024 at 10:40 AM City Of Park Falls Admin Email <admin@cityofparkfalls.com> wrote:

Hi Dwight,

I have been reviewing your conditional use permit application. There is additional information that I am hoping you can send me in order for me to schedule the meeting and hearing. Attached you will find the ordinance that outlines the required information for your application. The items that I need at this time are as follows:

1. I need a statement from you that your project will conform to all of the standards outlined in 480-35 of ordinances. Any details that you can put in the statement regarding each of those items would be greatly appreciated.
2. A listing of your architect, engineer, contractors and contact information. We can use the County GIS site for the property owners, so do not worry about that part.

52



GENERAL CONTRACTOR: ZAC NICHOLS

FIRM: DCG CONSTRUCTION, LLC

ADDRESS: 12220 STATELINE RD; LEAWOOD, KS 66209

OFFICE PHONE NUMBER: (816) 285-4614

PROJECT MANAGER: SAMANTHA COMER (816) 285-4624

LICENSED ARCHITECT: THOMAS WESTLUND, RA

FIRM: WESTLUND CONSULTANCY, LLC

PO BOX 526; ASHLAND, WI 54086

(715) 254-8757

STRUCTURAL ENGINEERING: WILLIAM J BOETTCHER, PE

FIRM: LIEN AND PETERSON ARCHITECTS, INC

ADDRESS: 4676 ROYAL DRIVE; EAU CLAIRE, WI 54701

OFFICE PHONE NUMBER: (715) 835-7500

CIVIL ENGINEERING: GREG BULBOLZ, PE

FIRM: DAAR ENGINEERING, INC

ADDRESS: 1218 N. 4TH ST -SUITE 102; TOMAHAWK, WI 54487

OFFICE PHONE NUMBER: (715) 650-0156

ELECTRICAL ENGINEERING: WILLIAM HALGREN, DE

FIRM: PRISM DESIGN ELECTRICAL CONSULTANT, INC

ADDRESS: E8403 STATE ROAD 85; MANDOWI, WI 54755

OFFICE PHONE NUMBER: (715) 797-0602

CONSTRUCTION DATES ARE RELATIVE AND SUBJECT TO CHANGE BASED ON ACTUAL CONDITIONS THAT PRESENT THEMSELVES BUT THE DATES WE PLAN AT THIS TIME:

**12220 State Line Rd, Leawood, KS 66209
Phone (816) 861-4070 | Fax (816) 861-4488**

53



MARCH/APRIL 2025 BEGINNING CONSTRUCTION

AUGUST 31, 2026 COMPLETE WITH ALL SITE WIDE ACTIVITIES

THE PROJECT WILL BE BONDED BY PHILIDELPHIA AS SURETY.

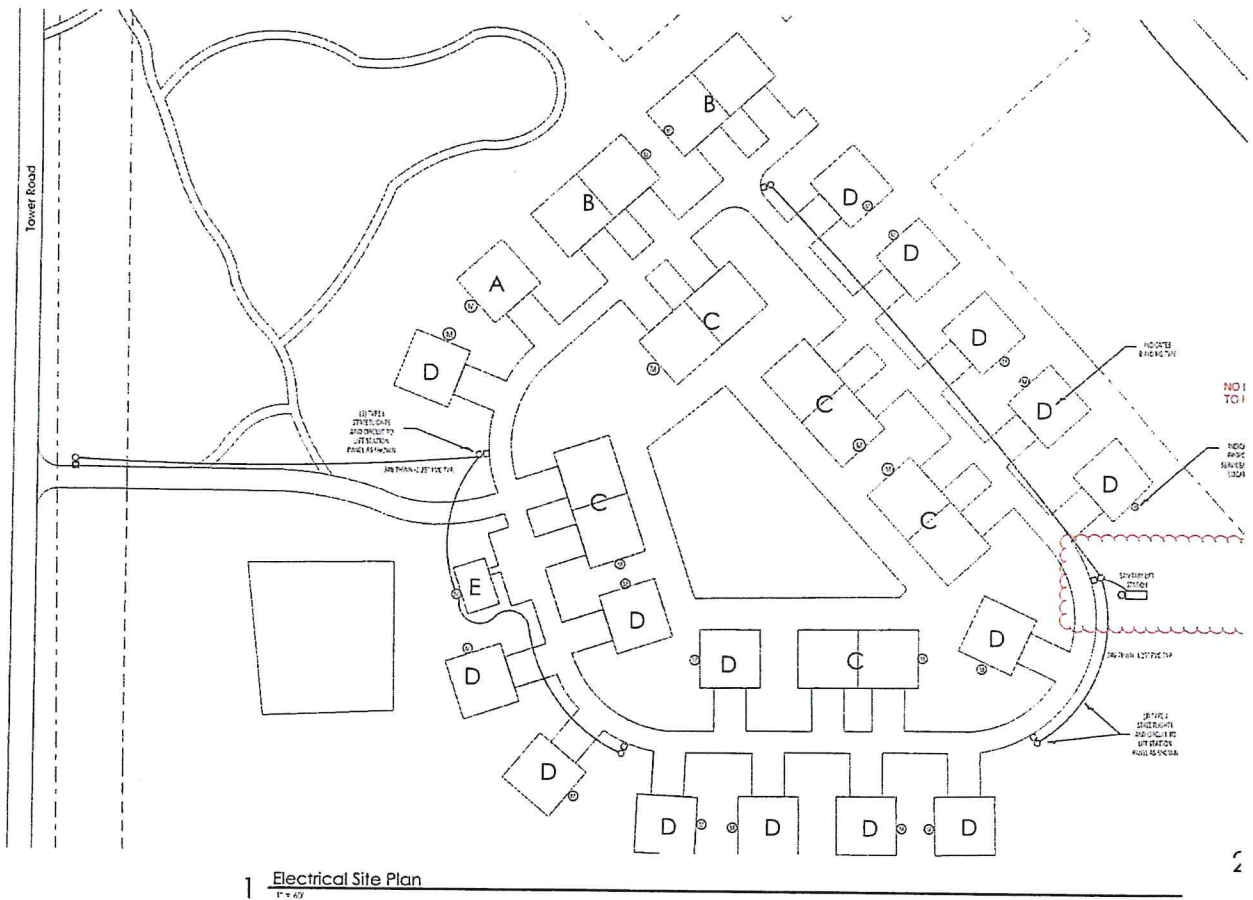


LANDSCAPE DESIGN BASELINE DETAILS:

- SEED/SOD THROUGHOUT WITH TREES SPACED AS NEEDED
 - EACH UNIT WILL HAVE IT'S OWN LANDSCAPED BED IN FRONT OF THE UNIT
 - CLUBHOUSE/COMMUNITY BUILDING WILL HAVE LANDSCAPED AREA
 - AT ENTRY OFF MAIN ROADWAY THERE WILL BE A MONUMENT SIGN WITH SITE BOULDERS USED AND LANDSCAPING FOR MARKING ENTRANCE
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THE DRAFT BELOW IS THE PROPOSED LOCATIONS FOR SITE LIGHTING THAT WILL BE PROVIDED.



1 Electrical Site Plan
11-11-11

56