

BOARD OF SUPERVISORS MEETING

Meeting Notice

Tama County Board of Supervisors

Mon., Sept. 22, 2025

Meetings may also be available online for viewing and/or participating in by clicking the below link barring no power, internet, or equipment failure or other unforeseen circumstances. Meetings will still be held if there is no electronic availability.

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Agenda Schedule

** Agenda is not printed in any particular order, only time specific items will be addressed at certain times

8:30 AM

Call to Order, Pledge of Allegiance

Approve agenda

Public comments-This time is set aside for public comments on County business topics. To be recognized raise your hand or stand. After recognition by the Chair, state your name and address. You may speak one time per issue. If the comment is for an item not on the agenda, please understand the Board of Supervisors will not act on your comments at this meeting due to the Open Meetings Law requirements but may do so at a future board meeting by placing it on the agenda. The Chair and Board members welcome comments from the public; however, all comments must be directed to the board and not others in attendance; keep your comments germane; it is not appropriate to use profane, obscene, or slanderous language. No personal attacks will be allowed. The Chair may limit each speaker to three minutes.

Discussion/Approve 9/15/25 regular minutes

Engineer-road projects report

Discussion/possible action on Utility Permit for Poweshiek Water Association

Discuss/possible action on Resolution 9-22-2025A Speed Limit on 190th St.

Discussion/possible action on Resolution 9-22-2025B Public Health Corporation Resolution

Discussion/possible action to change time of October 13th Zoning Ordinance Fee Public Hearing

Discussion/approve claims

9:30 AM

Possible closed session pursuant to Iowa Code 21.5.1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent

Any proposed discussion or action pursuant to items from closed session

Discussion/possible action on Resolution 9-22-2025D clarifying intent of CWECS

moratorium on Resolution 1-6-2025B not applying to CWECS Conditional Use Permit

Application submitted prior to 1-6-2025

Discussion/possible action on the following pertaining to Salt Creek Wind 2 Project:

Road Use Agreement

Decommissioning Plan

Settlement Agreement

Resolution - SCW II 9-22-2025C

Designate Attorney for Tama County Board of Adjustment and duration

Discussion/possible action - Chairman to sign a rental agreement for the Board of Adjustment to reserve the Reinig Center.

Public comments

Adjourn

Board of Supervisors Minutes
September 15, 2025

The Tama County Board of Supervisors met at 9:00 a.m. September 15, 2025. Present: 1st District Supervisor, Curt Hilmer; 2nd District Supervisor, David Turner; 3rd District Supervisor, Heather Knebel; 4th District Supervisor, Mark Doland and 5th District Supervisor, Curt Kupka. Also, Tama County Auditor, Karen Rohrs, Sheriff Schmidt, and members of the public.

The Pledge of Allegiance was recited.

Motion by Turner to amend the agenda to change act on decommissioning plan, settlement agreement, road use plan, and Resolution 9-15-2025B to discussion/possible action on decommissioning plan, settlement agreement, road use plan, and Resolution 9-15-2025B, and settlement agreement should read development agreement, seconded by Knebel. Discussion: None. All voted aye. Motion carried.

Motion by Turner, seconded by Knebel to approve the amended agenda. Discussion: None. All voted aye. Motion carried.

Public Comments: Public comments were heard from Carolyn Adolphs, Richard Arp, Karen Murty, Jon Winklepleck, and Berleen Wobeter. Public comment time closed at 9:09 am.

Motion by Turner, seconded by Kupka to approve the minutes of the September 8th regular meeting. Discussion: None. All voted aye. Motion carried.

The Board met with Ben Daleske, Tama County Engineer, to get a road projects report. Daleske also had a resolution to establish a speed limit on K Ave of 30 mph. Motion by Hilmer, seconded by Kupka to amend the resolution to read 35 mph. Discussion: It was discussed what speed the limit should be and that this will be a temporary speed limit. All voted aye. Motion carried.

Motion by Hilmer, seconded by Kupka to approve the following resolution. Discussion: Daleske will bring this back to the Board when construction is done.

RESOLUTION 9-15-2025A

RESOLUTION FOR ESTABLISHING A SPEED LIMIT

WHEREAS, the Board of Supervisors is empowered under authority of Iowa Code Sections 321.255 and 321.285 to determine the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, the current closure of E43 from K Avenue to Hwy 63 has caused increased traffic on K Avenue near Toledo,

THEREFORE BE IT RESOLVED the following speed limits are established effective immediately, and appropriate signs shall be erected at the locations described as follows;

35 mph on K Avenue commencing at E43 and proceeding south to Ross Street/310th Street.
Roll Call Vote: Hilmer, aye. Turner, aye. Knebel, aye. Doland, aye. Kupka, aye. Resolution passed and adopted this 15th day of September 2025. Mark Doland, Chairman, Board of Supervisors. Karen Rohrs, County Auditor.

Daleske also informed the Board that Chad Bartling had applied to change positions. Bartling would be going from a laborer position to the open Traer motor grader operator position. He recommends the Board approve the position change for Chad Bartling. This position change occurred 9/9/25. Motion by Knebel, seconded by Turner to approve the position change for Chad Bartling to the open Traer motor grader operator position. Discussion: None. All voted aye. Motion carried.

Laura Wilson, Zoning Administrator, was present to recommend the Board set public hearings to update the Zoning Ordinance Fees to match Marshall County's fees. Motion by Hilmer, seconded by Turner to accept the Zoning Board recommendation to update the Zoning Ordinance Fees and to set public hearing dates of October 6th, 13th, and 20th. All public hearings on those dates will be held at 9:00 am. Discussion: None. All voted aye. Motion carried.

Supervisor Turner stated Supervisor Knebel had submitted changes she would like to see made to the Development Agreement. He stated negotiations had been held between himself, Supervisor Doland and Sean Roberts, who is the owner of Salt Creek Wind II (SCW II) and that those negotiations answered her concerns. He invited Sean Roberts to open negotiations with the entire board starting with the Development Agreement. There was much discussion with each concern being addressed and Mr. Roberts agreeing to them. A recess was held at 11:35 am to allow for a restroom break. The Board came out of recess at 11:42 am.

Motion by Turner, seconded by Kupka to approve the claims for payment as presented in the amount of \$196,139.89. Discussion: None. All voted aye. Motion carried.

The Board recessed at 12:03 pm for lunch. The Board came out of recess at 1:13 pm.

Mr. Roberts and the Board discussed the changes that had been made to the development agreement. There were more language changes that were suggested by Knebel that Mr. Roberts agreed to. The Board looked at the Road Use Agreement. The Tama County Engineer had submitted some additional language to be included. Mr. Roberts agreed to the additional language. Next the Board went over the Decommissioning Agreement with Mr. Roberts. Doland stated changes had been asked to be made to the agreement for more compliance. Changes were to have a decommissioning plan on file and reviewed every three years, also to have a bond be set to 150% of what a professional licensed engineer in Iowa recommends including net scrap value rather than gross scrap value. Mr. Roberts agreed to those changes also. The Board then discussed Resolution 9-15-2025B with Mr. Roberts. Knebel asked if they would do additional studies due to the time that has passed since the original studies. Mr. Roberts stated they would follow the federal government's study guidelines to ensure that they can continue with their permits. Mr. Roberts also agreed to add language to the resolution stating that nothing will prohibit any county person from enforcing the ordinances. Mr. Roberts left to work with his team to get all agreements and the resolution updated with the changes.

The Board recessed at 1:42 pm for a short break. The Board came out of recess at 2:10pm.

Each supervisor was allowed time to voice their comments.

Supervisor Turner stated he was for the agreements and that he is voting on truths and facts. He had spoken to young farmers and sees this as a landowner right and can see where this could lead to legal action. He also stated how the city of Toledo, South Tama School District and Chamber of Commerce is in favor of the agreement. He believes that if it is deferred to the board of adjustment that would be a delaying tactic.

Supervisor Hilmer stated his problem is how this all happened. He stated this has been all lies and bullying. That only a small number of farmers are struggling. He stated he will agree with what the board of adjustment says. He stated today has been great, but that he will always be against them and that he can never be in favor of it.

Supervisor Knebel stated that this needs to go before the board of adjustment. She then read Iowa Code and what the powers of the board are. She stated that she enjoyed the conversation today, but that they are not meeting the ordinance. She stated that we have the Comprehensive Land Use Plan and that this needs to be changed to industrial. She stated property values will be affected and that there could be health issues. She stated she will vote no today and that she wants to digest what was discussed today and have lawyers and the public review it. She stated board of adjustment per the ordinance, should be hearing it.

Supervisor Doland stated that everything negotiated today and all stipulations from today will all go away if not approved today. If this goes to the board of adjustment, it will end up in court and we could be sued for millions. He stated the county's attorney has said that the board of supervisors can approve the agreements. He stated other things in the county are suffering because this is all that has been worked on. He said that Knebel has stated in the past that they have vested rights. He said Hilmer has said what is another 27 when we have 80. He stated the board of supervisors do have the power today to approve these agreements. He stated he is tired of wasting county resources and is trying to stop a lawsuit.

Supervisor Kupka stated that he is the deciding factor and to just take the vote. I'll tell you how I feel when we get there.

Knebel asked why we would lose everything that has been negotiated. Doland stated if we can't come up with an agreement means we will end up in litigation. Our own attorney has said that we would. It's not a threat or a scare tactic, it is what is going to happen. They have agreed to all of our terms other than the \$2 million. Why would you vote no? Hilmer said he had made that comment, but after 45 calls he has changed his mind. Knebel stated she has been the wind person and would have handled the negotiations. She stated the \$1.3 million is all we are losing and that it should go to the board of adjustment.

After the supervisors voiced their comments Doland opened public comment time. Public comments were heard from Lynn Cizek, Patrick Cornwell, Richard Arp, Karen Murty, Sheriff Schmidt, Berleen Wobeter, and Jodelle Boldt. Public comment time closed at 3:01 pm.

Turner called the question. All voted aye to end debate. Motion by Turner, seconded by Doland to approve and authorize execution of the Decommissioning Agreement, Development Agreement,

Road Use Agreement, and Resolution 9-15-2025B with Salt Creek Wind II and direct the Chairman to sign on behalf of the Board.

Roll Call Vote: Hilmer, nay. Turner, aye. Knebel, nay. Doland, aye. Kupka, nay. Resolution and motions failed.

Chairman Doland adjourned the meeting at 3:03 pm.

These minutes are intended to provide a summary of the discussions and decisions made during the Board of Supervisor meeting. For the most accurate and comprehensive record, please refer to the audio recording of the meeting that can be provided upon request at the auditor's office.

Tama County Board of Supervisors - Weekly Engineer's Office Report

September 22nd, 2025

We are reworking the intersection on 275th St. and C Avenue to a T intersection this week.

Iowa Bridge & Culvert has finished concrete portion of the box. They will be backfilling the culvert this week.

PCI has removed the bridge. They will be working on the substructure this week.

Manatt's is moving in on E66 to start the Cold-In-Place today. Pre-Construction meeting was last week. This should last till November.

We are working on O Avenue between 200th & 210th replacing a low water stream crossing.

We are continuing to retrieve shoulders on our paved roads. This week we will be in Northwest area this week.

Last year we paid \$7,800 for phones/ internet from Windstream.

Cell phone Quotes:

T-Mobile: \$892/mo = \$10,704

US Cellular: \$1,050/mo = \$12,600

Verizon: \$1,294/mo = \$15,528

TAMA COUNTY UTILITY PERMIT APPLICATION

This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. Compliance shall be determined by the sole discretion of the County Engineer as deemed necessary to promote public health, safety and the general welfare. These requirements shall apply unless waived in writing by the County Engineer prior to installation.

Applicant Name: Poweshiek Water Association

Street Address: PO Box 504 125 Industrial Drive

City, State & Zip Code: Brooklyn, IA 52211

Telephone Number: 641-522-7416 Ext 102 641-891-6226

Contact Person: Travis Henkle

1. **Location Plan.** An applicant shall file a completed location plan as an attachment to this Utility Permit Application. The location plan shall set forth the location of the proposed line on the secondary road system and include a description of the proposed installation.
2. **Written or Verbal Notice.** At least two working days prior to the proposed installation, an applicant shall file with the County Engineer a notice stating the time, date, location and nature of the proposed installation.
3. **Inspection.** The County Engineer shall provide a full-time inspector during all permitted work done by a third party contractor. The inspector shall have the right, during reasonable hours and after showing proper identification, to enter any installation site in the discharge of the inspector's official duties, and to make any inspection or test that is reasonably necessary to protect the public health, safety and welfare. The cost of providing this inspection service shall be paid by the permit holder upon submission by Tama County of a bill for such services. All requirements listed in **4. Requirements** shall be met (less written exemptions) regardless of whom actually performs the work.
4. **Requirements.** The installation inspector shall assure that the following requirements have been met:
 - A) Construction signing shall comply with the Manual on Uniform Traffic Control Devices.
 - B) Depth – The minimum depth of cover shall be as follows:

Telecommunications.....36"	Electric.....48"	
Gas.....48"	Water.....60"	Sewer.....60"

If the utility is installed in the road ditch and if the ditch has silted in above the original flowline, add the depth of silting to the "minimum depth" to obtain the required depth in a particular location.
 - C) The applicant shall use reference markers in the right of way ("R.O.W.") boundary to locate line and changes in alignment as required by the County Engineer. A permanent warning tape shall be placed one (1) foot above all underground utility lines.
 - D) All tile line locations shall be marked with references located in the R.O.W. line.
 - E) No underground utility lines shall cross over a crossroad drainage structure.
 - F) Residents along the utility route shall have uninterrupted access to the public roads. An all-weather access shall be maintained for residents adjacent to the project.
 - G) A joint assessment of the road surfacing shall be made by the applicant and the County Engineer both before and after construction. After construction, granular surfacing shall be added to the road by the applicant to restore the road to its original condition. After surfacing has been applied, the road surface shall be reviewed by the County Engineer (after the road has been saturated), to determine if additional surfacing on the roadway by the applicant is necessary.

- H) All damaged areas within the R.O.W. shall be repaired and restored to at least its former condition by the applicant or the cost of any repair work caused to be performed by the County will be assessed against the applicant.
- I) Areas disturbed during construction which present an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
- J) All trenches, excavations, and utilities that are knifed shall be properly tamped.
- K) All utilities shall be located between the bottom of the backslope and the bottom of the foreslope, unless otherwise approved in writing by the County Engineer prior to installation.
- L) Road crossings shall be bored. The minimum depth below the road surface shall match the minimum depth of cover for the respective utility. All entrances with culverts shall either be bored or, the utility shall be placed at least 24" below the bottom elevation of the culvert.

5. Non-Conforming Work. The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit.
6. Emergency Work. In emergency situations, work may be initiated by an applicant without first obtaining a Utility Permit. However, a Utility Permit must be obtained within fourteen (14) days of initiation of the work. All emergency work shall be done in conformity with the provisions of this ordinance and shall be inspected for full compliance.
7. County Infraction. Violation of this permit is a county infraction under Iowa Code section 331.307, punishable by a civil penalty of \$100 for each violation or if the infraction is a repeat offense a civil penalty not to exceed two hundred dollars for each repeat offense. Each day that a violation occurs or is permitted to exist by the applicant constitutes a separate offense.
8. Hold Harmless. The utility company shall save this County harmless of any damages resulting from the applicant's operations. A copy of a certificate of insurance naming this county as an additional named insured for the permit work shall be filed in the County Engineer's office prior to installation. The minimum limits of liability under the insurance policy shall be \$1,000,000.
9. Permit Required. No applicant shall install any lines unless such applicant has obtained a Utility Permit from the county Engineer and has agreed in writing that said installation will comply with all ordinances and requirements of the County for such work. Applicants agree to hold the County free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.
10. Relocation. The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of R.O.W. resulting from maintenance or construction operations for highway improvements.

DATE 9-17-25 Poweshiek Water Association BY 
NAME OF COMPANY

RECOMMENDED FOR APPROVAL:

DATE _____

TAMA COUNTY ENGINEER

APPROVAL:

DATE _____

CHAIRPERSON, TAMA COUNTY BOARD OF SUPERVISORS

Adopted by Resolution 9-22-92A

Poweshiek Water Association



PO Box 504 125 Industrial Drive
Brooklyn, IA 52211
641-522-7416 X102
E-mail: travis@poweshiekwater.com



September 17, 2025

Tama County Engineers Office
Attn: Ben Daleske
1002 E. 5th St.
Tama, Iowa 52339

RE: Water main relocation at 2815 370th St.

Dear Mr. Daleske,

Poweshiek Water Association would like to trench Schedule 40 2" PVC glue pipe water main along 370th St. Location is in the North ROW in front of 2815 370th St. Location is Township 82, Range 13 Section 19. The bottom of the trench will be a minimum depth of 5' at the bottom of the ditch. I sent an aerial view of the route we would like to take. If you have any questions or concerns feel free to call me at 641-891-6226. Thank you for your consideration.

Best Wishes,

A handwritten signature in blue ink that reads 'Travis Henkle'.

Travis Henkle
Line Extension Coordinator

RESOLUTION 9-22-2025A

RESOLUTION FOR ESTABLISHING A SPEED LIMIT

WHEREAS, the Board of Supervisors is empowered under authority of Iowa Code Sections 321.255 and 321.285 to determine the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, the current closure of Hwy 8 from V18 to V Avenue has caused increased traffic on 190th St. west of Dysart,

THEREFORE BE IT RESOLVED the following speed limits are established effective immediately and terminating upon the reopening of Hwy 8, and appropriate signs shall be erected at the locations described as follows;

35 mph on 190th Street commencing at X Ave and proceeding west to V18.

RESOLUTION 9-22-2025B
CORPORATE RESOLUTION
COUNTY OF TAMA, IOWA

The undersigned Clerk/Secretary/Assistant Clerk/Secretary to the Board of Supervisors of Tama County, Iowa, a corporation duly organized and existing under the laws of the State of Iowa, hereby certifies that, at a meeting of the Board of Supervisors of the County duly called and held at 8:30 a.m., in the Supervisors Board Room, County Administration Building, 104 W. State Street, City of Toledo, County of Tama, State of Iowa on September 22, 2025, at which meeting a quorum was continuously present, the following resolution was unanimously adopted and is now in full force and effect, and has not been modified or rescinded in any manner;

BE IT RESOLVED, that the Tama County Public Health and Home Care or his/her employees of the following persons; any Director, Office Manager collectively, ("Authorized Party") is authorized and empowered to perform the following action with The State Bank of Toledo, Toledo, Iowa, ("Lender") for and on behalf of the County and on such terms and conditions as any Authorized Party may deem advisable in his/her sole discretion (The execution of any agreement, document or instrument allowed by such action (stated below) shall constitute a conclusive presumption that the terms, covenants and conditions of said documents so signed are agreed to by and binding on the County):

ACTION: Obtain one or more loans from the Lender, utilizing a \$ 5,000.00 limited VISA account line of credit;

BE IT FURTHER RESOLVED, that with respect to the foregoing guaranty, the Board of Supervisors of the County hereby determine that such guaranty may reasonably be expected to benefit, directly or indirectly, the County.

BE IT FURTHER RESOLVED, that any of the foregoing or related activities taken by any Authorized Party prior to the adoption of the preceding resolutions are hereby ratified and declared to be binding obligations of the County in a full and complete manner;

BE IT FURTHER RESOLVED, that the authority and power of any Authorized Party as provided in the preceding resolutions will continue in full force and effect until the Board of Supervisors of the County adopt a resolution amending, modifying or revoking one or more of the preceding resolutions and a certified copy of the properly executed resolution is received by the Lender via certified mail; and

BE IT FURTHER RESOLVED, that the Tama County Auditor, Deputy County Auditor, Clerk/Secretary to the Tama County Board of Supervisors or any Assistant Clerk/Secretary of the County Auditor is authorized to certify the adoption of the foregoing resolution to the Lender, the continuing effect of this resolution, and the incumbency of the various parties authorized to exercise the rights in this resolution from time to time,

The undersigned County Auditor/Deputy County Auditor, Clerk/Secretary, or Assistant Clerk/Secretary certifies that the following persons are duly elected and/or appointed officers or otherwise authorized to act on behalf of the County in the capacities set forth below and that the following original signatures are genuine in all respects:

NAME	TITLE	SIGNATURE
<u>Stacy Koeppen</u>	<u>CEO/Executive Director</u>	_____
<u>Lori Dixon Johnson</u>	<u>Assistant Director/CFO</u>	_____
<u>LeeAnna Kriegel</u>	<u>RN, Clinical Manager</u>	_____
<u>Beth Eberle</u>	<u>RN</u>	_____
<u>Claire Shefchik</u>	<u>RN</u>	_____
<u>Kelly Purk</u>	<u>RN</u>	_____
<u>Melanie Blocker</u>	<u>RN</u>	_____
<u>Gloria Duggan</u>	<u>BSN</u>	_____

<u>Jolynn Harger</u>	<u>Executive/Fiscal Assistant</u>	<u></u>
<u>Missy Massengale</u>	<u>Office Assistant</u>	<u></u>

RESOLUTION 9-22-2025D

WHEREAS, Salt Creek Wind II, LLC (“Salt Creek Wind II” or “SCWII”) is developing a wind energy conversions system in Tama County, Iowa known as the Salt Creek Wind II Project (the “Project”).

WHEREAS, on or about December 20, 2024, SCWII applied for a Conditional Use Permit for a Commercial Wind Energy Conversion System (“CUP”) under Tama County’s Wind Energy Conversion System Ordinance passed in 2010 (“C-WECS Ordinance”).

WHEREAS, the Tama County Board of Adjustment has not scheduled a hearing to consider the SCWII’s application for a CUP (“Application”) to date.

WHEREAS, Salt Creek Wind II, LLC has indicated that it will likely initiate legal proceedings against the County to enforce its rights related to the Project.

WHEREAS, the BOS seeks to resolve any disputes between Tama County and Salt Creek Wind II.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Tama County, Iowa that:

1. The Moratorium Resolution does not apply to the Project and that the terms of the C-WECS Ordinance apply to the SCWII Project, CUP application, the Project substation, any met towers, any LIDAR towers, ADLS systems, Zoning Certificates, permits needed for entrance, right-of-way crossings, utility in rights-of-way, work within rights-of-way, oversize/overweight permits to transport loads on county roads, and any other permits required to build the Project.
2. The Application may be amended or supplemented by SCWII at any time prior to the time at which a final determination is made on the Application.
3. The terms included in Section 3 of the attached Development Agreement (“Development Agreement”) shall act to supplement the Application and should be considered in making a final determination on the Application.
4. The threshold to establish vested rights for the Project has likely been met by SCWII pursuant to the CUP application, the C-WECS Ordinance, studies, activities, and expenditures by SCWII to date and that will be ongoing in the future.
5. SCWII has, through the Application and additional compromises made in the Development Agreement, substantially met or exceeded the requirements of the C-WECS Ordinance.
6. For the avoidance of any doubt:
 - a. As long as SCWII selects a final turbine model for the Project and notifies the BOS of the same, at least sixty (60) days prior to commencement of construction on the Project, and said model is in compliance with all other portions of the C-WECS Ordinance, the Project

will be in compliance with any provisions of the C-WECS Ordinance requiring the model to be specified.

b. Assuming all of the example models included in the Application show that the Project is compliant with the C-WECS Ordinance, it can be assumed the final turbine model chosen will be compliant with the C-WECS Ordinance.

c. The wake effects study required pursuant to the C-WECS Ordinance is only required to take into account projects that were constructed operational at the time the Application was submitted.

d. Field wetland delineations do not need to be conducted until thirty (30) days prior to commencement of construction.

e. Any studies related to the Project conducted within the past six years are deemed to still be valid and relevant. Denial of any permit or certificate due to the alleged staleness of the studies is unsupported by the C-WECS ordinance and would be unreasonable.

f. The engineer's certificate required pursuant to the C-WECS Ordinance must be provided prior to commencement of construction, but does not need to be provided until the final turbine model is selected.

7. The Tama County Zoning Administrator and the Tama County Engineer are hereby directed to facilitate and ensure the timely issuance of all required permits, certificates, and approvals necessary to construct the Project. For the avoidance of any doubt:

a. The Tama County Zoning Administrator is hereby directed to promptly review and, if the applicable ordinance requirements are met, approve any Zoning Certificate applications for the Project, including any reasonable requests for extensions for the same.

b. The Tama County Engineer is hereby directed to promptly review and, if the applicable ordinance requirements are met, approve any road right-of-way crossing permit applications, utility in right-of-way permit applications, work within right-of-way permit applications, and any other permits SCWII deems necessary for the Project, including any reasonable requests for extensions of the same.

8. SCWII will have established use within the meaning of Tama County's ordinances for any and all Zoning Certificates for the Project upon completion of vertical erection of a wind turbine generator at any one zoning certificate site, provided the vertical erection occurs within one year of issuance of the Zoning Certificates.

9. Once SCWII has established the use under any or all Zoning Certificates for the Project, the Tama County Zoning Administrator is directed to take no action to the contrary.

10. This Resolution shall be deemed the final determination on the Application, as amended and supplemented by the Development Agreement.

11. The Board of Supervisors hereby approves, and authorizes the Chair of the Board of Supervisors to execute, the attached Development Agreement with Salt Creek Wind II, LLC, on behalf of Tama County and the Tama County Board of Supervisors.

**ROAD USE AGREEMENT
RELATING TO THE DEVELOPMENT
OF
Salt Creek Wind II Project**

This road use agreement (this “**Agreement**”), dated this day of _____ 2025, between the Board of County Supervisors of Tama County, Iowa, (hereinafter sometimes referred to as “**County**”) and Salt Creek Wind II, LLC, a company (hereinafter sometimes referred to as “**Developer**” or “**Salt Creek II**”). County and Developer are each a “**Party**” and together, the “**Parties**”.

WITNESSETH:

WHEREAS, Developer intends the construction of a wind-powered electrical generating facility in Tama County, Iowa, known as the “**Salt Creek Wind II Project**” (the “**Project**”); and

WHEREAS, Salt Creek II desires to temporarily use certain roadways on the county road system, as identified below, to haul materials and equipment related to the construction, installation and operation of the Project (“**Haul Routes**”); and

WHEREAS, County has fully considered the proposed development and improvement of the land and the requirements to be imposed upon other adjoining or neighboring properties by reason of the proposed development and improvement of the land; and

WHEREAS, the hauling of materials and equipment related to the construction, installation and operation of the Project (“**Hauling Operations**”) may generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to payment and drainage structures; and

WHEREAS, Salt Creek II intends to restore or repair such damages promptly upon completion of the Hauling Operations such that the roadway surface, pavement, and/or drainage structures damaged by the Hauling Operations are returned to their pre-hauling conditions; and

WHEREAS, the County has asserted that it is in the public’s interest to have the cost of repairing such damages, if any occur and to the extent the same are not restored or repaired by Salt Creek II as contemplated herein, reimbursed to the County upon completion of the Hauling Operations and has requested that Salt Creek II agree to follow certain terms in connection with said Hauling Operations, including reimbursement of certain costs as described below; and

WHEREAS, County and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Tama County, and that such matters are necessary to protect, promote, and enhance the public welfare.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained it is agreed as follows:

PROJECT BOUNDARIES SUBJECT TO THIS AGREEMENT

1. The Project boundaries subject to this Agreement are outlined in **Exhibit A**, attached hereto.

ROAD MAINTENANCE TO BE PERFORMED

2. Salt Creek II shall conduct a survey, including photographs or video, to document the conditions of the Haul Routes prior to commencing Haul Operations. Salt Creek II also agrees to make its best efforts under the circumstances to provide the County Engineer with advance notice of substantial changes in Salt Creek II's planned Hauling Operations.
3. Not less than fifteen (15) days prior to Salt Creek II's commencement of Hauling Operations, Salt Creek II will identify in writing to the County those Haul Routes that are expected to be used for Hauling Operations during the construction and installation of the Project, and such Haul Routes, once identified, shall automatically become incorporated into this Agreement as **Exhibit B**. The County and Salt Creek II agree that, from time to time, Salt Creek II may need to use additional County roads for Hauling Operations. In such event, Salt Creek II shall provide the County with an updated version of Exhibit B reflecting such additional County roads and Salt Creek II shall be responsible for complying with the requirements in this Agreement related to the use of those additional County roads. Any improvements and temporary modifications to Haul Routes and the County right of way reasonably determined by Salt Creek II to be necessary to accommodate Salt Creek II's Hauling Operations (such as addition of gravel, widening of existing roads, construction of new entrances, modifications to turning radii, the strengthening, lengthening and/or spanning of existing culverts and bridges, temporary crane crossings, changes to the grade of the roads and other modifications reasonably necessary to accommodate the development, construction, and operation of the Project)

shall be performed by Salt Creek II, at its sole expense, in a good and workmanlike manner. Salt Creek II acknowledges and agrees that all Level B roads shall remain Level B roads unless reclassified by the County and that the County will not be responsible for long term maintenance such as rock placement and snow removal.

4. Salt Creek II shall obtain a permit for any temporary or permanent entrances to the Project prior to their installation, and construct, at its sole expense, such entrances in accordance with the design requirements set forth in the Tama County Driveway Policy, approved February 6, 1979 (the “**Driveway Policy**”), upon the County’s issuance of the County’s customary form Driveway Permit, which the County shall issue without unreasonable conditions or delay. The County will in good faith work with Salt Creek II to establish reasonable design standards for temporary improvements, to the extent not covered in the Driveway Policy. Notwithstanding anything contained in the Driveway Policy to the contrary, Salt Creek II is hereby authorized to construct entrances at Salt Creek II’s expense, subject to the County’s approval of the size and location of such entrances, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given upon the issuance of a permit by the County for any such entrance(s). With respect to any turbine access road driveways, the County hereby waives the required 100-foot separation distance between driveways subject to approval by the County Engineer.
5. Salt Creek II shall obtain a permit for all utility work within County right of way and may commence such work upon the County’s issuance of the County’s customary form Utility Permit approved by Resolution 92292A which the County shall issue without unreasonable conditions or delay. Salt Creek II shall have the right to use the public right of way for the Project’s buried electrical collection lines, provided the right of way is available for such use, and subject to all applicable electrical safety codes, and subject to approval of the collection line location(s) by the County Engineer. If during the life of the Project, the County should require the buried cables be relocated, then the County shall first give Salt Creek II written notice at least six (6) months prior to any such relocation. Any relocation of Project property is to be performed at Salt Creek II’s expense. As needed, the County shall provide another alternative route for

the buried electrical collection line(s) in the right of way. The County agrees that any relocation of underground collection line(s) shall be coordinated with the Project to ensure the full and uninterrupted generation of electric energy.

6. During the period of Project construction, Developer and its contractors and sub-contractors will be responsible for certain maintenance of paved roads on Haul Routes necessary due to construction activity. Such maintenance of the paved roads shall only include:

- Preliminary Haul Route meeting and pre-construction survey and inspection by Developer with an invitation for the County to send an appointed Engineer on the schedule provided by Developer, on all paved roads designated as Haul Routes, conducted in consultation with a third-party engineer. Such survey shall include video and written comments in mile-by-mile segments of the roads.
 - The pre-construction survey shall: identify by name and surface type each County road that is to be used for construction of the Project and delivery of materials; and provide written and video format documentation of the condition of said roads at the time of the survey prior to construction. The survey shall be performed, and road conditions documented.
 - The Developer shall provide an estimate of road repair and culvert and bridge repair or replacement costs estimated to be incurred directly due to the Project.
 - The Developer shall provide a description of recommended road, bridge, and culvert repairs or improvements necessary to be performed prior to construction and delivery of materials for the Project and an estimate of costs.
- Written specification of all segments that require pre-construction improvement, along with an estimate of the cost for improvement in accordance with County engineering standards that existed at the time this agreement executed.
- Written recommendation from Developer as to improvements to roads or bridges necessary for the Project along with an estimate of costs for such improvements. All permanent improvements with an estimated cost in excess of \$25,000 shall be

subject to a bond in favor of the County in an amount and form approved by the County Engineer and County Attorney.

- Only non-typical wear (such as pavement failure) shall be required to be repaired by Developer and contractors and sub-contractors and said required repairs shall be performed immediately upon notice by the County.
 - All drainage structures shall be regularly inspected by the Developer and contractors and sub-contractors, *and* any failures shall be immediately reported to the Engineer and then repaired as soon as practicable by the Developer and contractors and sub-contractors.
7. Developer's obligation to maintain unpaved Haul Routes will cease at such time as the specific sections of unpaved Haul Routes are no longer required for transportation of wind turbine components for the initial construction of the Project and such specific road sections have been restored in accordance with this Agreement and have received probationary acceptance. For the purposes of this Agreement, County road sections will be defined as encompassing the entire distance between road intersections.
 8. Salt Creek II shall install and maintain warning signs at the site as may be reasonably necessary to promote traffic safety.
 9. Salt Creek II shall ensure that all traffic control devices used in connection with the Project comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6, or future editions as adopted by the Iowa Department of Transportation ("**IDOT**").
 10. Salt Creek II shall maintain a construction representative on staff responsible for managing Salt Creek II's quality control program for traffic control in connection with the Project. A phone number for 24-hour contact for the construction representative responsible for traffic management and control shall be provided to the County Sheriff, County Engineer and each County Supervisor.
 11. Salt Creek II shall ensure that flaggers working in connection with the Project are trained in safe flagging operations that comply with IDOT Flagger's Handbook.
 12. Salt Creek II shall maintain and provide to the County upon request, a log of quality control measures associated with monitoring and documenting traffic control conditions related to the Project, including: a list and locations of traffic control

devices and operations used, referenced to the MUTCD or IDOT standard road plans; all reviews of traffic control devices and operations, whether satisfactory or unsatisfactory, and any corrections made; and a list of flaggers used.

13. Details of traffic control not addressed herein, shall be resolved in accordance with the current version of IDOT's "Standard Specifications for Highway and Bridge Construction."
14. Salt Creek II shall facilitate, to the greatest extent practicable, local traffic use of road during Hauling Operations. Tools, equipment, materials, supplies, company vehicles, or worker vehicles shall not be parked or stored in the public right of way, other than for a short period of time to allow the loading or unloading of equipment or in connection with normal Hauling Operations.
15. Salt Creek II shall undertake reasonable precautions to prevent the dispersal of fugitive dust in connection with the Hauling Operations. Salt Creek II shall be responsible for implementing corrective actions to respond to complaints pertaining to fugitive dust, or to prevent fugitive dust for the purpose of complying with Iowa Code 657.1 and Iowa Administrative Code 567 Ch 23.3(2)(c). If the County receives or becomes aware of complaints pertaining to fugitive dust emissions from the Hauling Operations, the County will notify Salt Creek II and then the County and Salt Creek II will work together to investigate such complaint and determine the appropriate course of corrective action (if any) to be taken. However, the County reserves the right to demand that Salt Creek II suspend its use of certain portions of the Haul Routes in connection with the Hauling Operations if needed to comply with a lawful demand from the Iowa Department of Natural Resources ("**DNR**"), should one arise and related to fugitive dust emissions from the Project and only if the Parties reasonably determine that other corrective actions are insufficient to ensure compliance with the DNR's demand. The County agrees that Salt Creek II will have the opportunity to work with the County and/or directly with the DNR to select a corrective action other than suspending its use of the relevant road or portion of a Haul Route. The County understands the urgency of the construction schedule and that Salt Creek II's intent is to not stop its Hauling Operations or other work at any point. Salt Creek II shall notify the County of any meetings between Salt Creek II and the DNR related to fugitive dust issues in the

County arising out of the Salt Creek II's Hauling Operations under this Agreement and allow the County the opportunity to attend such meetings.

16. Prior to commencing Hauling Operations, Salt Creek II shall place 300 feet of dust palliative on all gravel approaches to intersections to be used in connection with the Hauling Operations and maintain such dust palliative for the duration of hauling operations.
17. In connection with the requirements regarding fugitive dust control measures in paragraph above, in the event that Salt Creek II applied privately purchased dust treatments to the Haul Routes, then once Hauling Operations have ceased, Salt Creek II will remove such treatments within County right-of-way, as necessary. The County Engineer will provide a list of such locations to Salt Creek II.
18. Salt Creek II will abide by all county permit and permitting requirements for road uses including but not limited to oversized/overweight permits.

ROAD RESTORATION TO BE COMPLETED

19. All road restoration contemplated by this Agreement shall be performed by Developer in a good and workmanlike manner and in accordance with applicable County standards, rules, and regulations governing such construction as reasonably determined by the Tama County Secondary Roads Department. AASHTO Publications and Iowa DOT Standard Specifications shall be utilized as primary guidelines. A template of the typical unpaved road profile is attached to this Agreement as **Exhibit C**.

TIME OF COMPLETION

20. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be restored, constructed, or performed by Developer within nine (9) months from the date of final wind turbine generator component delivery for the Project, provided however, that labor disputes, fire, unusual delays in transportation, unavoidable casualties, causes beyond the Developer's control or by any other cause which County may reasonably determine justifies the delay shall extend the

said time period for performance of this Agreement as mutually agreed between the County and the Developer.

OWNERSHIP OF IMPROVEMENTS

21. Subject to the County's reasonable acceptance of road improvements for maintenance purposes, upon completion of road restoration work located in County right-of-way, all such completed road restoration work shall become the sole property of Tama County, free and clear of all liens, encumbrances, and restrictions. Developer's underground collector lines, communications lines, or other Project facilities constructed in the right-of-way are expressly excluded from the definition of completed road restoration work. Developer shall furnish to County lien waivers and/or satisfactory proof that all claims and payments to be made in connection with construction of said road improvements have been satisfied. All other improvements referenced in this Agreement shall be owned and maintained by Developer and their successors and assigns.

FAILURE TO COMPLETE THE RESTORATION

22. In the event that any portion of road restoration work has not been made, installed, or performed within said nine (9) month period, then, and in that event, County may have such remaining road restoration work completed within a reasonable time by such means and in such manner, by contract with or without public letting, or otherwise, as it may deem advisable, at Developer's expense. County shall be entitled to reimbursement from Developer upon demand for any such documented reasonable costs incurred by County, plus 1.5% interest per month on unpaid balance. In addition to all other remedies, any balance due and remaining unpaid may be deducted from the available financial security resources provided to the County by Developer under this Agreement.
23. Salt Creek II shall provide to the County a certificate of general liability insurance, showing liability coverage for any and all damage to property and/or injuries to persons occurring as the result of acts of Salt Creek II, its employees, or others working under the direction of Salt Creek II in connection with the Project. The foregoing insurance requirements may be satisfied, in whole or in part, through the provision of self-

insurance in amounts and pursuant to terms and conditions as reasonably approved by the Heartland Insurance Risk Pool.

24. Salt Creek II agrees to save and hold harmless the County from any and all claims to the extent directly arising from Salt Creek II's permitted use of the public right of way in connection with the Project.

PARTIAL RELEASE

25. In the event security has been provided in accordance with this Agreement, as road restoration work is completed, Developer may request in writing that County inspect such work and upon probationary acceptance corresponding reductions of such security will be granted. The procedures for completion of road improvements and work by County and payment to County therefore shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Agreement.

RELEASE

26. The County shall not release the Developer from its obligations until all road restoration work with respect to the Project has been completed and the probationary period(s) has expired or when all deficiencies identified prior to the expiration of the probationary period have been corrected. Following expiration of the probationary period the County will provide Developer with an acknowledgement that the probationary period has expired.

PRESERVATION OF OTHER REMEDIES

27. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Developer, in developing the Project shall fully comply with all applicable rules, regulations, standards, and laws of the County and other governmental agencies and bodies having jurisdiction.

STANDARDS FOR ACCEPTANCE

28. County shall accept the road restoration in County right-of-way as public improvements which are constructed under this Agreement for full maintenance in accordance with its regulations once probationary acceptance has been granted for a road section under the following terms and conditions:
- As soon as all of the restoration in a road section which is covered by this Agreement has been completed in accordance with the terms of this Agreement, Developer shall send a letter to the County Engineer requesting probationary acceptance with the following statement included: "I hereby state that to the best of my knowledge, information and belief, the road section has been restored in substantial compliance with the Road Use Agreement Relating to the Development of the Salt Creek Wind II Project." When improvements are determined to be constructed to the County's reasonable satisfaction, the County will send a letter to the Developer granting probationary acceptance of public improvements. The probationary period will terminate nine (9) months from the date of probationary acceptance unless one or more deficiencies is identified by the County prior to such termination.
 - Prior to termination of the probationary period the County may identify and provide a written list of deficiencies based on a physical inspection of the road sections subject to this Agreement. The Developer shall correct all of said deficiencies to the County's reasonable satisfaction within nine (9) months from the date said deficiency list is issued. When all of said deficiencies on a specific road section have been corrected to the County's reasonable satisfaction, the road section will be deemed accepted and Developer will have no further obligations for restoration on said road section.
29. Salt Creek II shall pay the County, prior to commencing Hauling Operations, \$30,000.00 as compensation for administration of this Agreement. The County has estimated this amount to be its costs and Salt Creek II shall have no obligation to pay more than this amount in the event the costs exceed this amount.

PLAN EXECUTION BY TAMA COUNTY

30. The execution of this Agreement by the Board of County Supervisors of Tama County in no way represents that the County will accept the public road restoration contemplated by this Agreement for title or maintenance purposes until said road restorations have been completed in compliance with this Agreement and with applicable Tama County standards, rules and regulations.
31. The County shall issue any ministerial permits required for construction and operation of the Project in a timely manner; provided the requirements of such other permits have been met. Ministerial permits shall include, but not be limited to, permits for temporary or permanent entrances, permits for utility work and permits for any work within the right-of-way.
32. The County shall monitor roadway conditions during Hauling Operations as reasonably necessary.
33. The County agrees to exercise its discretion hereunder in a reasonable manner, taking into account the Parties' intent as expressed herein.
34. The County shall give Salt Creek II prompt written notice of any asserted breach of this Agreement and provide Salt Creek II with a reasonable opportunity to address and/or cure the same and, if Salt Creek II fails to do so, initiate the conflict resolution protocol described in Section 37, below. If, following the final resolution of any such alleged breach, it is determined that the County is entitled to payment from Salt Creek II for costs incurred in restoring the County roadway(s) to their pre-haul condition, County will send a detailed invoice to Salt Creek II for any and all such costs.
35. The County shall send a detailed invoice to Salt Creek II for any work requested by Salt Creek II to provide maintenance on the approved Haul Routes prior to the end of Hauling Operations that the County would not normally provide.

MUTUAL COVENANTS

36. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Salt Creek II under this Agreement is in whole or in part prevented, restricted, or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife, Covid 19 or its progeny or other violence, inability to secure materials, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any

government agency, or any other cause, event or circumstance that is not the fault of Salt Creek II or that is beyond its reasonable control, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations (except for payment obligations) related to the development or construction of the Project, then Salt Creek II, upon giving notice to the County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

37. The following provisions describe the conflict resolution protocol that shall govern the Parties' relationship under this Agreement:

A. Salt Creek II and the County Engineer or his or her designee shall work together in good faith to resolve any disputes arising under this Agreement, including but not limited to the existence, scope, degree, and/or cause of any damages to the roadways within the Haul Routes after Salt Creek II's post-Hauling Operations restoration and/or repair work ("**Repair Work**") has been completed, taking into account the costs, benefits, technical feasibility, governing engineering principles, and other available information.

B. In the unlikely event that Salt Creek II and the County Engineer or his or her designee are unable to resolve such dispute, then Salt Creek II and the County Board of Supervisors shall further attempt in good faith to resolve such dispute, taking into account at least those factors discussed in Section A of this paragraph.

C. In the unlikely event that Salt Creek II and the County Board of Supervisors are unable to resolve such dispute, then nothing in this Agreement shall prevent either Party from seeking appropriate relief, including monetary damages or injunctive relief, in any state or federal court with jurisdiction over the dispute.

D. Any dispute arising under this Agreement shall be considered finally resolved once the Parties mutually resolve such dispute, pursuant to Sections B or C of this paragraph of this Agreement, or once a court of competent jurisdiction issues a final, non-appealable judgment or order

concerning such dispute.

E. Pending final resolution of any dispute, as described in section D of this paragraph, above, the Parties shall continue to fulfill their obligations under this Agreement that are not the subject of the dispute.

38. The following provisions describe Salt Creek II's obligation to reimburse the County for un-repaired damages to the Haul Routes directly caused by the Hauling Operations:

A. If Salt Creek II fails to conduct Repair Work on and/or restore any roads or portions of roads within any Haul Routes, as required under Sections 6 and 7 or as agreed to by the Parties, then the County shall provide Salt Creek II with written notice and an opportunity to cure this failure pursuant to Section 34 of this Agreement. Such written notice shall specify those roads or portions of roads that are in need of repair and/or restoration as a result of the Hauling Operations and the Repair Work that Salt Creek II must complete to meet its obligations under this Agreement.

B. If Salt Creek II disagrees with such notice or otherwise believes that it has satisfied its obligations with respect to the Repair Work required or agreed to by the Parties pursuant to Sections 6 and 7 of this Agreement, then, within five (5) business days of receiving the written notice from the County described in Section 34, Salt Creek II may notify the County in writing of its intent to initiate the conflict resolution protocol described in Section 37 of this Agreement.

C. Once Salt Creek II initiates this conflict resolution protocol, the County may undertake the Repair Work described in the written notice that it provides to Salt Creek II pursuant to Section 34 of this Agreement. If the dispute concerning such Repair Work has been finally resolved (as described in Section 37 of this Agreement) and, pursuant to this resolution, it is determined that Salt Creek II is required to reimburse the County for such Repair Work, then the County shall issue an invoice to Salt Creek II with a detailed itemization of the out-of-pocket

costs that the County incurred in performing such Repair Work, and Salt Creek II shall reimburse the County for such out-of-pocket costs within thirty (30) days of receiving such invoice.

D. In determining the actual out-of-pocket costs that the County incurs for conducting the Repair Work described this Agreement, the County Engineer will treat Salt Creek II and any roadways (including drainage structures—including drain tile—within a County right-of-way (“**Drainage Structures**”)) that Salt Creek II damaged the same as he or she would treat other landowners, in terms of both the repairs deemed necessary and the costs of such repairs. Specifically, the County will be entitled to reimbursement from Salt Creek II for the actual cost of the repairs to the roadways (including any repairs to Drainage Structures), and Salt Creek II will not be entitled to a decrease in such actual costs on the grounds that the roadway, Drainage Structure, or drain tile was already depreciated; provided, however, that the County will only be entitled to reimbursement from Salt Creek II for those reasonable out-of-pocket costs that the County incurred in repairing or replacing the roads or Drainage Structures with roads or Drainage Structures of like kind. If the Parties have not jointly performed a damage inspection review and mutually agreed upon the Repair Work for, and/or damages to, the roadways or Drainage Structures within the Haul Routes, the pre-hauling surveys described in this Agreement, and as may be taken after the completion of Hauling Operations, will be used in connection with determining the extent of damage to the roadways or Drainage Structures within the Haul Routes as a result of the Hauling Operations. With respect to repair of damages to drain tile in the County right-of-way within the Haul Routes, Salt Creek II shall have a continuing obligation to repair such damaged drain tile for a term of three (3) years from the occurrence of the damage, including the operation period.

39. Salt Creek II shall remove or cause to be removed any temporary entrances, fills, turning radii, or other temporary modifications made by Salt Creek II within the County

right-of-way within ninety (90) days of permanently ceasing Hauling Operations for the Project, unless otherwise allowed by the County.

40. Prior to commencing said hauling operations, Salt Creek II shall provide financial security for its obligation to restore County roadways within the Haul Routes to pre-haul conditions in the form of a letter of credit, a payment in escrow, corporate guaranty, restoration bond, or other form of financial security as reasonably approved by the County Attorney, in amount covering one hundred thirty percent (130%) of the costs of Salt Creek II's restoration obligations hereunder, as reasonably estimated by Salt Creek II, using an engineer licensed in the State of Iowa, with written supporting documentation of such estimated restoration costs provided to County.
41. SCWII agrees to establish a monthly meeting, in person or telephonically, with the Zoning Administrator and any other necessary County Representatives including any representatives for road use and transportation coordination. The meeting will start 30 days prior to planned construction beginning. The meeting will update the County on the progress on the construction and be used to coordinate with school transportation services and any other county officials. If necessary for coordination an additional meeting may be scheduled as needed. The meeting will occur until "Zoning Certificate Close Out Letter" is issued and received.

RESPONSIBILITY FOR INSTALLING UTILITIES AND FOR THE PERMITTING OF THEIR INSTALLATION

42. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to, water, sewer, natural gas, and electricity. Tama County, as the owner of public right of way and public easements in this Agreement, retains the right to issue utility permits to utility companies or to other persons, companies, corporations, or organizations prior to the final acceptance of public road restoration, herein described.

SECTION HEADINGS

43. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provisions of this Agreement.

ASSIGNMENT CLAUSE

44. Upon written notification to Developer by County, County may assign this Agreement in whole or in part, to any person or third party (“**Assignee**”) that is a government entity that becomes responsible for the County roads. Notwithstanding the above, County may hire or retain an Assignee to perform remedial work on the county roads in the event Developer does not comply with its obligations under this Agreement. County’s notification to Developer shall state the date of the assignment, the name of the Assignee, the percentage and or limits of the project being assigned, and if applicable work not completed to the County’s reasonable satisfaction in accordance with this Agreement. Upon assignment, County shall be relieved of any liability or obligation under this Agreement. Upon written notification to the County by Developer, Developer may assign this Agreement in whole or in part to another party subject to the Tama County Board of Supervisors’ approval, which approval shall not be unreasonably withheld, conditioned or delayed. Written documentation of any proposed agreement for assignment shall be provided to Tama County prior to execution.

NOTICES AND DEMANDS

45. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and
- a. In the case of Developer, subject to applicable transfer requirements, is addressed or delivered personally to _____ at _____, Attn: _____, [TITLE]
 - b. In the case of the County, is addressed to or delivered personally to the County at Tama County, _____, Attn: _____, with a copy to: Tama County Engineer, _____, Attn: _____;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

ENTIRE AGREEMENT

46. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

GOVERNING LAW

47. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

COUNTERPARTS

48. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

For the Board of County Supervisors

Tama County

By: _____

Name: _____

Title: _____

Salt Creek II Wind II Project, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Wind Farm Project Boundaries
And Proposed Haul Routes

Tama County Portion of Salt Creek II Wind II Project Boundary:

EXHIBIT A
(continued)

Wind Farm Boundaries
And Proposed Haul Routes

Substation Location and Proposed Haul Routes within Tama County:

EXHIBIT B
Haul Routes
(to be provided at a later date)

EXHIBIT C
Template Unpaved Road Profile

DECOMMISSIONING PLAN

For Salt Creek Wind II Project in Tama County, Iowa

__, 2025

1. DEFINITIONS

Commercial Operation Date shall mean the first day of the Project Term.

County shall mean Tama County, Iowa.

Decommissioning Plan shall mean the plan to decommission the WECS as set out in this document as such plan may be revised from time to time as provided herein.

Discontinued Use shall mean with respect to an individual Wind Turbine in a WECS that the use of such Wind Turbine has been discontinued for a period of [180] consecutive days, unless a plan is developed and submitted to the Tama County Zoning Administrator or his designee outlining the steps and schedule for returning the WECS to service within the next [180] days as outlined in such plan.

Easement Agreement shall mean an agreement between a Participating Landowner and the Facility Owner granting the Facility Owner an easement or other real estate rights for the right to use the Participating Landowner's property to construct, maintain, operate, repair, repower, and remove the WECS.

Facility Owner (or **Owner**) shall mean the entity or entities having controlling or majority equity interest in the Wind Energy Conversion System, including their respective successors and assigns. As of the date of this Decommissioning Plan, the Owner is Salt Creek Wind II, LLC.

Project shall mean the Salt Creek Wind II Project as located in Tama County, Iowa.

Participating Landowner shall mean any landowner under easement, lease or other agreement with the Facility Owner pertaining to the WECS.

Project Term shall mean the period commencing on the date Owner notifies Tama County in writing that the entire Project has commenced commercial operation and expiring on the date fifty (50) years after the date specified in such notice, unless sooner terminated or extended as provided herein.

Property shall mean the real property for which real property rights have been provided to Owner by a Participating Landowner under an Easement Agreement.

Wind Energy Conversion System (WECS) shall mean an electrical generating facility comprised of one or more wind turbines (made up of a foundation, tower, nacelle and rotor) and accessory facilities, including but not limited to: power lines, access roads, communication lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

Wind Turbines shall have the meaning in Section 5.1.

2. PURPOSE

The purpose of this Decommissioning Plan is to set out Owner's written agreement to dismantle and remove the Wind Turbine within [180] days after cessation of use, as further provided herein, and as required in Tama County Ordinance.

This Decommissioning Plan (a) outlines the anticipated means and cost of decommissioning the WECS upon a WECS becoming a Discontinued Use and (b) identifies the financial resources that will be available to pay for decommissioning and removal of the WECS and other accessory structures.

3. PROJECT DESCRIPTION

Owner is planning to construct an approximately 100 MW wind Project which is located in Tama County, Iowa. The Project involves constructing wind turbines, associated access roads, underground electrical collection system, underground communication system and other facilities.

4. PROJECT LIFE

Owner intends to install up to 27 Wind Turbines for the Project, which any such Wind Turbines are expected to have a useful life of at least 50 years. The term of the operating period as provided in the Easement Agreements is 50 years. Beyond the end of its useful life, or at any other time, if a Wind Turbine needs to be replaced for any reason, a new Wind Turbine could potentially be installed as a part of the Project. It is expected that during the life of the Project that parts and components of the WECS will be repaired and/or replaced from time to time in order to continue to operate the WECS.

5. DECOMMISSIONING

In the event the use of any Wind Turbine has been discontinued for a period of [180] consecutive days, it shall be deemed to be abandoned (except as otherwise provided herein). Determination of the date of abandonment shall be made by the Tama County Zoning Administrator or their designee and the County will notify Owner of such determination and the date of such abandonment. Following such notice of abandonment, the Owner shall have an additional [180] days from the date of abandonment during which to reactivate the use of the Wind Turbine or dismantle and remove the Wind Turbine.

Decommissioning is a multi-step process which involves the removal of the WECS and associated facilities and infrastructure as further described herein. The process of decommissioning a WECS will involve evaluating and categorizing all components and materials based on their anticipated post-Project use. The categories will include recondition and reuse, salvage, recycle, and disposal. Such storage of materials within the county shall not continue more than one year. Materials may be relocated from one storage area to another no more than one time following decommissioning and dismantling during the limited storage period, in an effort to consolidate such materials and facilitate transport. The components and material will be transported to the appropriate facilities for reconditioning and reuse, salvage, recycling, or disposal.

This Decommissioning Plan requires that each wind turbine foundation and gravel ring will

be excavated and removed to a depth of forty-eight inches (48") below ground level. If, however, the Participating Landowner has entered into an Easement Agreement which provides for more stringent requirements than this Decommissioning Plan, the wind turbine foundation and gravel ring will be excavated and removed in accordance with the applicable provisions of the Easement Agreement.

The following is a general description of the anticipated decommissioning process (and the decommissioning is also generally described in Appendix A1):

5.1 WIND TURBINES

Wind Turbines are generally comprised of the tower, nacelle and rotor with blades which are modular items that can be disassembled. With some exceptions, Wind Turbine components are dismantled in the reverse order of their assembly using large crawler cranes. These turbine components are typically stored in temporary laydown areas before being hauled off-site to be resold or taken to a scrap metal facility or offsite disposal facility. It is common for blades to be cut-up into smaller pieces at the location of such Wind Turbine and then transported to an offsite disposal facility.

Owner shall clear, clean, and remove from the property each wind turbine generator including tower and pad mount, all liquids, greases or similar substances contained in the wind turbine generator, each substation and all liquids, greases, or similar substances contained in a substation.

5.2 UNDERGROUND COLLECTION LINES

Underground electrical and communication collection lines shall be cleared, cleaned, and removed to a depth of at least 48" below the surface grade of the land in which the lines are installed, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.3 FOUNDATIONS

Turbine foundations and gravel rings will be excavated around the concrete pedestal to a depth of forty-eight inches (48") below grade. Turbine footings and foundations below forty-eight inches (48") of the ground level will remain after decommissioning, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.4 ACCESS ROADS

Once all of the Project components have been removed from the site, not including those parts of the WECS located more than forty-eight inches (48") below grade, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner, the access roads will be removed, unless requested otherwise stay in place by the Participating Landowner and agreed to by Owner. If the Participating Landowner requests the access road stay in place at decommissioning, the Participating Landowner shall assume all maintenance of the access road after decommissioning. The access road material will be removed, soil will be ripped, and topsoil of the same type or a similar type as the predominant topsoil found on the property will be used to fill these areas.

5.5 SITE RESTORATION

Upon completion of the dismantling and removal of all WECS (not including that part of a WECS that is more than forty-eight inches (48") below ground level or as specified in the Participating Landowner's Easement Agreement with Owner) the land will be returned to a condition reasonably comparable to the immediate surrounding property. Restoration of the land includes (i) clearing and removing from and cleaning the land of all WECS components (not including that part of a WECS that is more than forty-eight inches (48") below ground level or as specified in the Participating Landowner's Easement Agreement with Owner), (ii) backfilling all excavated areas with clean sub-grade material and topsoil, both as to quality and depth, as the immediate surrounding area, and (iii) reseeding pasture- or prairieland with native grasses of a type approved by the Participating Landowner where applicable, unless otherwise provided for in the Participating Landowner's Easement Agreement with Owner.

5.6 WASTE DISPOSAL

Solid and hazardous wastes, including but not limited to crates, packing materials, decommissioned WECS and any remnants or particles thereof, and used oils, lubricants or other substances, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

5.7 ROAD AND DRAINAGE SYSTEM

All decommissioning activities are subject to the same standards and requirements set forth in the Road Use Agreement executed by Owner and approved by the County for construction of the Wind Farm. Prior to any decommissioning work, Owner shall provide notice of intent to begin decommissioning work and shall enter into a Road Use Agreement in a form similar to the Road Use Agreement entered into with the County before construction of the Project. No decommissioning activities or use of public roads, bridges, culverts, or other infrastructure or property by Owner for such activities is authorized until a Road Use Agreement has been executed and approved by the Tama County Board of Supervisors.

All drainage tile within the project area shall be inspected prior to decommissioning and again after decommissioning activities have concluded. Any damaged or inoperable tile resulting from decommissioning activities shall be repaired following the decommissioning of the project. The project plans shall include foundational and site support designed to preserve any drainage field tile and/or drainage system. The Owner is responsible for all costs to repair damage from decommissioning activities.

5.8 COMPLIANCE WITH LAWS

Solid waste and hazardous material will be disposed of offsite in accordance with all applicable state and federal laws and regulations. Decommissioned gearboxes, transformers, and hydraulic systems will be drained of fluids, put into appropriate containers before dismantling, and then transported and disposed of off-site in accordance with state and federal laws and regulations.

5.9 FORCE MAJEURE

Notwithstanding any other provision in this Decommissioning Plan to the contrary, if performance of any act required to be performed by Owner under this Decommissioning Plan is in whole or in part prevented or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, inability to secure materials, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance not the fault of Owner, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations related to the decommissioning of the WECS, then Owner, upon giving notice to County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or delay as deemed necessary by the County Zoning Administrator.

6. SUMMARY OF DECOMMISSIONING COST ESTIMATE

The estimated cost to decommission and remove the Project, including the estimated Project salvage value, is attached hereto as Appendix A1. The estimated cost shall include, but not be limited to, all dismantling of facilities as set forth in this agreement along with repair and restoration. The estimated cost to decommission and remove the Project, included in Appendix A1, shall have been prepared by a registered professional engineer. This Decommissioning Plan and all appendices shall be reviewed and updated by a registered professional engineer at the Owner's cost every three (3) years from the Commercial Operation Date to provide the most current cost estimate, or reviewed and updated by a registered professional engineer upon written request of the County in the manner provided in Section 9, the engineer to be selected by the Owner.. If the County is not satisfied with the engineer's report the Owner will offer a panel of three additional engineers to review the original engineer's report and determine if it was accurate. If the two engineers cannot reach consensus they will choose a third engineer to be make a final decision on the report's accuracy. A copy of the reviewed and updated Decommissioning Plan and applicable cost estimate shall be promptly provided to the County upon its completion. The most recent reviewed and updated Decommissioning Plan and applicable cost estimate, provided by a registered professional engineer, shall control Section 7. If there are items upon which the Owner and County disagree with respect to assumed decommissioning costs, Owner and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached within a reasonable time, Owner shall engage and pay for an independent registered professional engineer acceptable to County to (i) review both the items upon which there remains disagreement and this Decommissioning Plan, and (ii) determine the appropriate decommissioning costs that should apply to the disputed items. The determination of the independent registered professional engineer shall be final until the next time the Decommissioning Plan and appendices are reviewed and updated as provided herein. The Owner shall post and maintain through the life of the project a surety bond for the decommissioning costs. The bond for Decommissioning will be for 150% (1.5 times) the total estimate determined in the engineer's report.

Based on Appendix A, the following costs were estimated:

Decommissioning Cost Estimate (costs less net salvage/scrap values)	Project	Per Wind Turbine (27 turbines assumed)

150% Estimated Total Cost of Decommissioning Plan Minus Net Salvage/Scrap value Totals	\$ _____ _____	\$ _____ _____
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7. FINANCIAL RESOURCES TO PAY FOR DECOMMISSIONING AND REMOVAL OF WECS

The Owner will be responsible for all costs to decommission the WECS in accordance with this Decommissioning Plan and the Easement Agreements with Participating Landowners. The decommissioning activities shall be fully funded by one or more of the following sources:

- i. Net (gross revenue received from the sale of the scrap minus the associated costs of selling the scrap) proceeds from the salvage and scrap value of certain components and raw materials included as part of the WECS as further described in Appendix A1.
- ii. Other Owner funding, including, but not limited to, cash, an irrevocable letter of credit, or a performance bond running in favor of the County in an amount no less than the total Decommissioning Cost Estimate included in Section 6.

The County will have the right to require that Owner provide financial assurance in the form of (a) a cash escrow or deposit, bond, or letter of credit (as selected by Owner) in the amount of the total estimated costs of decommissioning the WECS located in the County (as such amount is set out in the most recent Decommissioning Plan (including Appendix A1) provided by Owner to County in accordance herewith) or (b) a guarantee or such other form of security that is acceptable to the County. No financial assurance shall be required if the Owner is a public utility regulated by the Iowa Utilities Commission in the State of Iowa with the financial wherewithal to pay for the estimated decommissioning costs. However, in the event of a material change to the public utility status and financial status of Owner that would reasonably be expected to impair Owner's ability to fund the total estimated costs to decommission the WECS in Tama County (as such expected costs are set out in this Decommissioning Plan (or any future plan provided in accordance herewith)), the County will have the right to require Owner to provide financial assurance as described above.

In the event the County exercises its right to request that Owner provide financial assurances for the costs of this Decommissioning Plan, Owner shall provide updated financial assurances based on the periodic review of and updates to the Decommissioning Plan and all appendices by a registered professional engineer pursuant to Section 6.

Such financial assurance shall be released after the Project has been decommissioned and removed and a certificate of completion has been provided by Owner to the County Zoning Administrator.

8. DEFAULT AND REMEDIES

8.1 NOTICE

Unless otherwise provided for in this Decommissioning Plan, if Owner fails to perform on one or more of its obligations hereunder, the County shall provide Owner formal notice of the default and Owner shall have thirty (30) days to cure the default in accordance with Section

8.2 FAILURE TO CURE DEFAULT

If Owner does not cure the default within the required period or, provided Owner pursues the cure with reasonable diligence, such longer period as may be agreed to by both parties if the default may not reasonably be cured within the required period, then the County may avail itself of any remedy afforded it by law and any of the below cumulative, nonexclusive remedies. Provided, however, that if Owner fails to comply with any obligation of the Decommissioning Plan and the County reasonably determines that such failure has caused or is causing an immediate danger to public health and safety, the County may, in its reasonable discretion, immediately and without further notice to Owner, avail itself of any remedy afforded it by law and any of the below cumulative, nonexclusive remedies. The County shall make reasonable efforts to notify Owner prior to drawing on a letter of credit or other security, but failure to provide such notice shall not invalidate the County's actions. In any legal proceeding to enforce this Decommissioning Plan, the County shall be entitled to recover its reasonable attorney's fees and suit costs as to be determined by the adjudicator.

8.3 REMEDIES

If Owner fails to cure its default; or if Owner voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium, or similar debtor-relief proceedings; or if insolvency, receivership, reorganization, bankruptcy, or a similar proceeding has been commenced against Owner and such proceeding remains undismissed or unstayed for a period of ninety (90) days, Owner agrees that County may do any, all, or any combination of the following:

- a. Halt any and all operation of the wind turbines, substation, or other related infrastructure.
- b. Immediately suspend Owner's authority under this Decommissioning Plan.
- c. Complete any work to be done under this Decommissioning Plan. The County shall invoice Owner for the reasonable cost of such work and Owner shall pay such invoice within thirty (30) days of receipt of such invoice.
- d. Seek injunctive relief.
- e. Take any other action at law or in equity which may be available to the County.

8.4 NO WAIVER IMPLIED

If any condition, obligation, or agreement contained in this Decommissioning Plan is breached by either County or Owner and thereafter waived in writing by the opposite party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breaches hereunder. All waivers must be in writing to be effective.

8.5 NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to the County shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Decommissioning Plan or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall either impair any such right of power or be construed as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9. TRANSFER AND ASSIGNMENT

This Decommissioning Plan may be transferred or assigned to another party, which then will become the new Owner. The County will have the right to request financial assurance from the new Owner (other than a public utility regulated by the Iowa Utilities Commission in the State of Iowa) and the new Owner will be subject to the requirements in this Decommissioning Plan.

10. NOTICES

Any notice, demand, or other communication ("**Notice**") given under this Decommissioning Plan shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile or email transmission.

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

If to County:

Tama County Zoning Administrator

If to Owner:

Salt Creek Wind II, LLC

By Notice to the other, either Owner or the County may at any time designate a different address or person to which such Notice or communication shall be given.

11. GOVERNING LAW

This Decommissioning Plan shall be governed by and construed in accordance with the laws of the State of Iowa. Nothing in this Decommissioning Plan agreement shall, in any way, limit the legal remedies that the County may pursue against Owner or its successors or assigns in the event of a breach of this Decommissioning Plan agreement or a failure to fully reimburse and compensate the County for any costs it incurs to restore any land affected by the Project. Any dispute arising under this agreement shall be commenced and adjudicated in the Iowa District Court for Tama County.

12. COUNTERPARTS

This Decommissioning Plan agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is made effective as of the date first written above and executed by the respective and duly authorized officers or agents of Tama County, Iowa, and the Developer.

Tama County, Iowa

By: _____

Name: _____

Title: Tama County Board of Supervisors,
Chairman

Salt Creek Wind II

By: _____ Name: _____ Title: _

- E N D P A G E -

Appendix A
2025 Decommissioning Estimate

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter “Agreement”) is made effective as of the 22nd day of September 2025, and is entered into between and among Tama County, Iowa, the Tama County Board of Supervisors and Salt Creek Wind II, LLC (collectively “the Parties”).

RECITALS

WHEREAS The Tama County Board of Supervisors (“BOS”) is the body constituted under Iowa Code Chapter 331 to perform certain prescribed duties on behalf of Tama County, Iowa (“Tama County”), including the adoption of county ordinances pursuant to its inherent home rule authority, the settlement of claims, the and the performances of actions pursuant thereto.

WHEREAS Salt Creek Wind II, LLC (“Salt Creek Wind II” or SCWII”) is developing a wind energy conversion system in Tama County, Iowa known as the Salt Creek Wind II Project (“the Project”).

WHEREAS on January 6, 2025, the BOS passed Resolution 1-6-2025B (“Moratorium Resolution”).

WHEREAS on or about December 20, 2024, SCWII applied for a Conditional Use Permit for a Commercial Wind Energy Conversion System (“CUP”) under Tama County’s Wind Energy Conversion System Ordinance passed in 2010 (“C-WECS Ordinance”).

WHEREAS it is the desire of the Parties to resolve, compromise and settle, finally and fully, certain differences and disputes between them, and to eliminate the risk and cost of future litigation between them.

NOW, THEREFORE the PARTIES, in consideration of the foregoing and the following mutual promises set forth herein, hereby agree as follows:

1. **LEGAL REPRESENTATION:** The Parties acknowledge they are fully represented by legal counsel, as shown below, in connection with this matter and acknowledge that they enter into this Agreement knowingly and voluntarily after having been fully advised by their attorneys of their rights in this matter and of the scope and effect of this Agreement.

Salt Creek Wind II, LLC	Brown Winick Samantha Norris 1101 5 th Street #203, Coralville, IA, 52241 (319)569-6794
Tama County	Hopkins & Huebner Eric M. Updegraff 2700 Grand Ave. Suite 111, Des Moines, IA, 50312

2. AGREEMENTS BY TAMA COUNTY AND BOS:

- a. The BOS agrees to consider and vote on execution of this Agreement as an agenda item during an open meeting following publication of its agenda.
- b. The BOS acknowledges that it is tasked with enforcing Tama County's ordinances.
- c. Tama County and the BOS agree that the Moratorium Resolution does not apply to the Project and that the terms of the C-WECS Ordinance apply to the SCWII Project, CUP application, the Project substation, any met towers, any LIDAR towers, ADLS systems, Zoning Certificates, permits needed for entrance, right-of-way crossings, utility in rights-of-way, work within rights-of-way, oversize/overweight permits to transport loads on county roads, and any other permits required to build the Project. Tama County and the BOS further agree and stipulate they will not take any action to block, slow, hinder, obstruct, impede, or in any way delay any ongoing development, operations, or construction of the Project. The Parties agree that any violation of this Section by Tama County or the BOS shall be considered a material breach. Tama County stipulates any action to block, slow, hinder, obstruct, impede, or in any way delay the development, operations, or construction of the Project will result in irreparable harm to SCWII such that SCWII may not have an adequate remedy at law. Nothing in this paragraph prohibits Tama County, and its boards and officials, from enforcing county ordinances and requiring compliance with the ordinances.
- d. Tama County and the BOS acknowledge that the threshold to establish vested rights for the Project has likely been met by SCWII pursuant to the CUP application, C-WECS Ordinance, studies, activities, and expenditures by SCWII as of the execution date of this Agreement and that will be ongoing following the execution of this Agreement.
- e. The BOS stipulates that SCWII has, through its CUP application and the additional compromises and concessions made herein, met or exceeded the requirements of the C-WECS Ordinance.
- f. The BOS agrees and stipulates that neither the County, nor the BOA, has jurisdiction to revoke, rescind, withdraw or modify a CUP once issued to SCWII. However, if the CUP is revoked, rescinded, withdrawn or modified by any county representative or board,

including the BOA, then SCWII has the option to void this entire Agreement, the Road Use Agreement and the Decommissioning Plan.

- g. Salt Creek Wind II will have established use within the meaning of Tama County's ordinances for any and all Zoning Certificates for the Project upon completion of vertical erection of any one wind turbine generator at any one Zoning Certificate site. Upon completion of vertical erection of any one wind turbine generator SCWII will send the Zoning Administrator a certificate of completion of the first turbine ("Certificate of Completion"). Once use has been established as outlined herein, Tama County and its officials will not challenge the sufficiency of the established use. The Board of Supervisors agrees that Salt Creek Wind II's satisfaction of the conditions in this provision is sufficient to establish use under any and all of the Zoning Certificates related to the construction of the Project, including but not limited to, the Project substation, any met towers, any LIDAR towers, and ADLS systems, and including those issued at a later date.. Zoning Administrator and Engineer may inspect on Project sites upon giving 24-hours notice to SCWII. SCWII will issue a "Zoning Certificate Close Out Letter" to the Zoning Administrator certifying all construction is complete. Zoning Certificates will remain active and in place until the Zoning Certificate Close Out Letter is received by the Zoning Administrator. Nothing in this paragraph prohibits Tama County, and its boards and officials, from enforcing county ordinances and requiring compliance with the ordinances.
- h. Tama County and the BOS agree to direct the Zoning Administrator, by resolution, that once SCWII has established use under any and all Zoning Certificates for the Project the Zoning Administrator shall take no action to the contrary. Nothing in this paragraph prohibits Tama County, and its boards and officials, from enforcing county ordinances and requiring compliance with the ordinances.
- i. Tama County acknowledges that approval of applications for any Zoning Certificates for the Project, and road right-of-way permits, including but not limited to permits needed for entrance, right-of-way crossings, utility in rights-of-way, work within rights-of-way, and oversize/overweight permits to transport loads on county roads to Project-specific destinations are ministerial acts, and the BOS will direct, by resolution, that upon submission by SCWII of applications for such Zoning Certificates or permits that are consistent with applicable ordinances and the CUP application, the Zoning Administrator or the County Engineer to promptly issue such Zoning Certificates and road right-of-way permits; Tama County agrees that approval of such Zoning Certificates and road right-of-way permits shall not be unreasonably delayed or withheld and the BOS shall not interfere with the Zoning Administrator's nor the County Engineer's usual and customary

processing of such applications including issuance of Zoning Certificates and right-of-way permits as consistent with applicable ordinances and the CUP application, except to direct prompt action be taken.

- j. The BOS agrees that in the event of a legal challenge to this Agreement or the Project or any necessary permits, certificates, or approvals, the County will fully cooperate in good faith with SCWII in the defense of such challenge(s), and further agrees that in the event of a successful challenge the County will use its best efforts and good faith to cure any deficiencies and re-enter into an Agreement on substantially the same terms included herein to facilitate development of the Project. For the avoidance of all doubt, both parties will be individually responsible for their own legal, administrative, and any other expenses.
- k. The BOS acknowledges that if the CUP is not issued with a variance for the turbine type to be given no later than sixty (60) days prior to construction, this Agreement shall be null and void.

3. AGREEMENTS BY SCWII:

In consideration of the promises made in this agreement, SCWII will agree as follows:

- a. SCWII will make a \$1,300,000 payment, in addition to taxes, to Tama County within five (5) days of delivery by SCWII of the Certificate of Completion and upon completion of all of the following actions:
 - (1) Execution of this Agreement by the County;
 - (2) Timely issuance of all necessary permits, certificates, and approvals to construct the Project including any required variances to the CUP;
 - (3) Expiration of the limitations period for any challenges in any way related to the approval and construction of Project, including challenges to this Agreement and all necessary permits, certificates, and approvals; and
 - (4) The conclusion of unsuccessful challenges related to the approval and construction of Project, including challenges to this Agreement and all necessary permits, certificates, and approvals.
 - (5) If (1-4) above is completed but the Certificate of Completion is not issued by June 30 2027, then the payment in addition to taxes will be due.
- b. SCWII will offer its standard Good Neighbor Agreement used for this Project and negotiate in good faith with any non-participating landowners located within one-half mile of any turbine constructed or to be constructed as part of the Project who contact SCWII and are not currently engaged in a similar agreement with a neighboring project. For purposes of this Agreement, a "Non-Participating Residence" means the primary human dwelling on any privately-owned parcel of land where the owner(s) of such

parcel have not entered a voluntary agreement with Salt Creek Wind II or any affiliate or agent thereof to provide any rights to or receive any compensation from Salt Creek Wind II.

- c. SCWII agrees to negotiate in good faith with any landowner who is currently a party to a Good Neighbor Agreement who wishes to be released from said Good Neighbor Agreement so long as the agreement is not needed for the development, construction, and/or operation of the Project.
- d. SCWII agrees to comply with the decommissioning plan attached to this Agreement, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the decommissioning plan submitted with the CUP application.
- e. Consistent with the decommissioning plan, beginning three (3) years after the commencement of commercial operation of the Project, SCWII will agree to engage a licensed Iowa engineer to provide an updated, estimated cost of decommissioning for the Project every three years until the Project is decommissioned. SCWII will provide the results of the estimated cost to the BOS and County within 30 days of receipt and will update the bond in compliance with applicable County ordinances in effect as of the effective date of this Agreement.
- f. SCWII agrees to comply with the road use agreement attached to this Agreement, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the road use agreement referenced in the SCWII CUP application.
- g. SCWII, and its successors or assigns, agree to not fund, develop, or plan any future wind energy conversion project in Tama County. Additionally, SCWII will not sell and will not give any other entity any data gathered in preparation of any potential Salt Creek Wind III project in Tama County.
- h. Salt Creek Wind II agrees that the location of the turbines as measured from the center of the turbine will be no closer than 1500 feet from the outside wall of any Non-Participating Residence, which is further than the required setbacks in the C-WECS ordinance and further than the setbacks proposed in the SCWII CUP application. The agreed-upon turbine locations are indicated in the map provided on Appendix A. Parties agree that minor shifts of no more than 1 arc second (approximately 80 feet east to west and/or 105 feet north to south) in any direction from the locations shown in Appendix A, will be allowed to resolve micro-siting issues prior to construction in compliance with FAA regulations.

- i. Prior to construction, Salt Creek Wind II agrees to provide to the BOS an updated noise model confirming that noise caused by the Project shall not exceed 50 dBA at the outside wall of any Non-Participating Residence during normal operating conditions, which places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in C-WECS Ordinance and referenced in the SCWII CUP application. If, on investigation by Tama County upon complaint by an individual residing in a Non-Participating Residence, the sound level exclusively caused by the wind turbines is found to exceed 50 dBA, notice shall be made to Salt Creek Wind II who will have thirty (30) days to investigate and cure the noise level or temporarily suspend operation of the turbine causing the exceedance until the noise level during operations can be cured. If, after investigation, Salt Creek Wind II determines that the complaint was unfounded or not caused by Salt Creek Wind II, it shall present the findings to the County Engineer or other person designated by the County to administer these provisions. If the County disagrees with Salt Creek Wind II's determination, the County Engineer and Salt Creek Wind II shall select a mutually agreeable third-party who will mediate the dispute. Failure by Salt Creek Wind II to reduce noise caused by the Project at the outside wall of the Non-Participating Residence to 50 dBA or below, or to present investigative findings disputing the complaint, by that time may result in the assessment of a penalty in the amount provided for County Infractions in Iowa Code § 331.307(1), unless an extension of the deadline for good cause is approved by the officer of the County designated by the Board to enforce County codes and regulations. Providing investigative results to the County disputing the complaint shall toll the time for cure until resolution of the dispute. The Parties may adopt by mutual agreement in writing dispute resolution processes that supersede the terms of this paragraph.
- j. After completion of construction of the Project, Salt Creek Wind II will make all necessary federal, state, and County applications for approvals required for installation of an Aircraft Detection Lighting System ("ADLS") on the Project and, if all such applications are approved Salt Creek Wind II will install an ADLS system as part of the Project. Tama County agrees that (1) the BOS will direct the Zoning Administrator, by resolution, that any zoning application to Tama County for any tower necessary to install or operate an ADLS system will not be unreasonably denied; (2) that upon the denial of any approval required to install an ADLS system by any federal, state, or County government entity, Salt Creek Wind II will be deemed to have fulfilled this obligation and shall be permitted continue to operate the Project as described herein notwithstanding the inability to use an ADLS; and (3) Tama County acknowledges that, for technical and/or permitting reasons, the Project may be fully in operation approximately nine months before an ADLS can be implemented. During any period during which an ADLS is

not operational, consistent with lighting requirements under the Preexisting Wind Ordinance, the Project will be artificially lighted only to the extent required by the FAA or other applicable authority and as needed for nighttime maintenance, and the lighting intensity and frequency of the strobe shall adhere to but not exceed requirements established by FAA regulations. The ADLS requirement places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the C-WECS ordinance and the SCWII CUP application.

- k. Salt Creek Wind II agrees that Appendix B to this Agreement lists the turbine models that may be used for the Project and the manufacturer, hub height, and maximum total height of each. Sixty (60) days prior to construction, Salt Creek Wind II will confirm the specific turbine make, model, any other relevant information for the turbines to be constructed at each agreed-upon turbine location and its maximum total height.
- l. SCWII agrees to provide engineering information along with the Zoning Certificate Application in order to allow the county to have the most accurate information as early as achievable.
- m. SCWII agrees that it has met and will meet the requirements of the C-WECS Ordinance, with the additional concessions or variances being approved by the BOS as outlined in this Agreement, which was in place prior to the passage of the Moratorium Resolution and at the time of submission of its application for a conditional use permit.
- n. Salt Creek Wind II agrees to use curtailment measures such that no Residence will experience more than 30 hours of shadow flicker from the Project per year unless this limit has been waived by the owner of the Residence in an easement or other written instrument including but not limited to a Good Neighbor Agreement. Compliance with this requirement shall be shown by Salt Creek Wind II via pre-construction modeling that will be provided to the BOS. The shadow flicker requirement places additional obligations on SCWII and provides additional protections for the County and its landowners beyond those provided in the C-WECS ordinance and the SCWII CUP application.
- o. SCWII agrees and stipulates that this Agreement does not have a confidentiality provision. SCWII agrees that nothing in this Agreement bars the County or the BOS from speaking about this Agreement or the terms herein following its execution.
- p. SCWII agrees to establish a monthly meeting, in person or telephonically, with the Zoning Administrator and any other necessary County Representatives. The first meeting will be held at least 30 days prior to

planned construction start. The meeting will update the County on the progress of construction and be used to coordinate with school transportation services and any other county officials. The meeting will occur until the Zoning Certificate Close Out Letter is received by the Zoning Administrator.

4. DUTY TO DEFEND: By entering into this Agreement, the County and BOS agree and stipulate this Agreement is a legal, enforceable and binding contract. The Parties further agree to defend the validity of this Agreement, should it be challenged.

5. EFFECTIVE DATE: This Agreement shall become effective after SCWII has obtained a CUP from the Board of Adjustment of Tama County or an equivalent authority to proceed with construction has been granted to SCWII and any appeals periods for the same have expired without any ongoing legal or administrative challenges. For the avoidance of doubt, if SCWII is not issued a CUP then this Agreement, the Road Use Agreement, and the Decommissioning Plan shall become void and of no effect.

6. ZONING CERTIFICATES AND PERMITS: Tama County, its representative individual or Board, will approve any Zoning Certificates for the Project, and road right-of-way permits, including but not limited to permits needed for entrance, right-of-way crossings, utility in rights-of-way, work within rights-of-way, and oversize/overweight loads on county roads to Project-specific destinations, substation, met towers, and any other requirements for construction on the Project.

7. RELIANCE: The Parties freely and voluntarily execute this Agreement solely in reliance upon their own knowledge, belief, and judgment, including advice by their respective attorneys, and not upon any representations made by the other party or its attorneys. Each of the Parties acknowledge and certify that it has read the terms of this Agreement prior to entering into and executing this Agreement and has had a full and ample opportunity to consult with and obtain the advice of an attorney.

8. ENTIRE AGREEMENT: This Agreement executed by the Parties constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and it supersedes all negotiations and all prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter of this Agreement. This Agreement does not supersede or replace any prior written agreements between the Parties.

9. SEVERABILITY: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. CHOICE OF LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa. The Parties agree that any dispute related to this Agreement shall be brought in the Iowa District Court for Polk County.

11. HEADINGS: The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

12. SUCCESSORS AND ASSIGNS: To the extent permitted by law, the terms of this Agreement are binding upon and inure to the benefit of the Parties hereto and each of their respective heirs, representatives, administrators, executors, successors and assigns. Provided, however, the Parties recognize that one Board of Supervisors cannot bind a future Board of Supervisors on legislative matters.

13. AMENDMENTS: The terms, covenants, conditions, and provisions of this Agreement cannot be altered, changed, modified, added to or deleted from, except in a writing signed by all of the Parties hereto.

14. CONSTRUCTION AND INTERPRETATION: This Agreement shall be construed and interpreted without regard to the party or parties responsible for its preparation and will be deemed as prepared jointly by the Parties. In resolving any ambiguity or uncertainty relating to this Agreement, the Parties agree that no consideration or weight shall be given to the identity of the party drafting the document.

15. COPIES: A copy of this Agreement shall have the same legal effect as the original.

16. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the PARTIES have executed and delivered this DEVELOPMENT effective as of the date written above.

TAMA COUNTY, IOWA

By: _____

Its: _____

TAMA COUNTY BOARD OF SUPERVISORS

By: _____

Its: _____

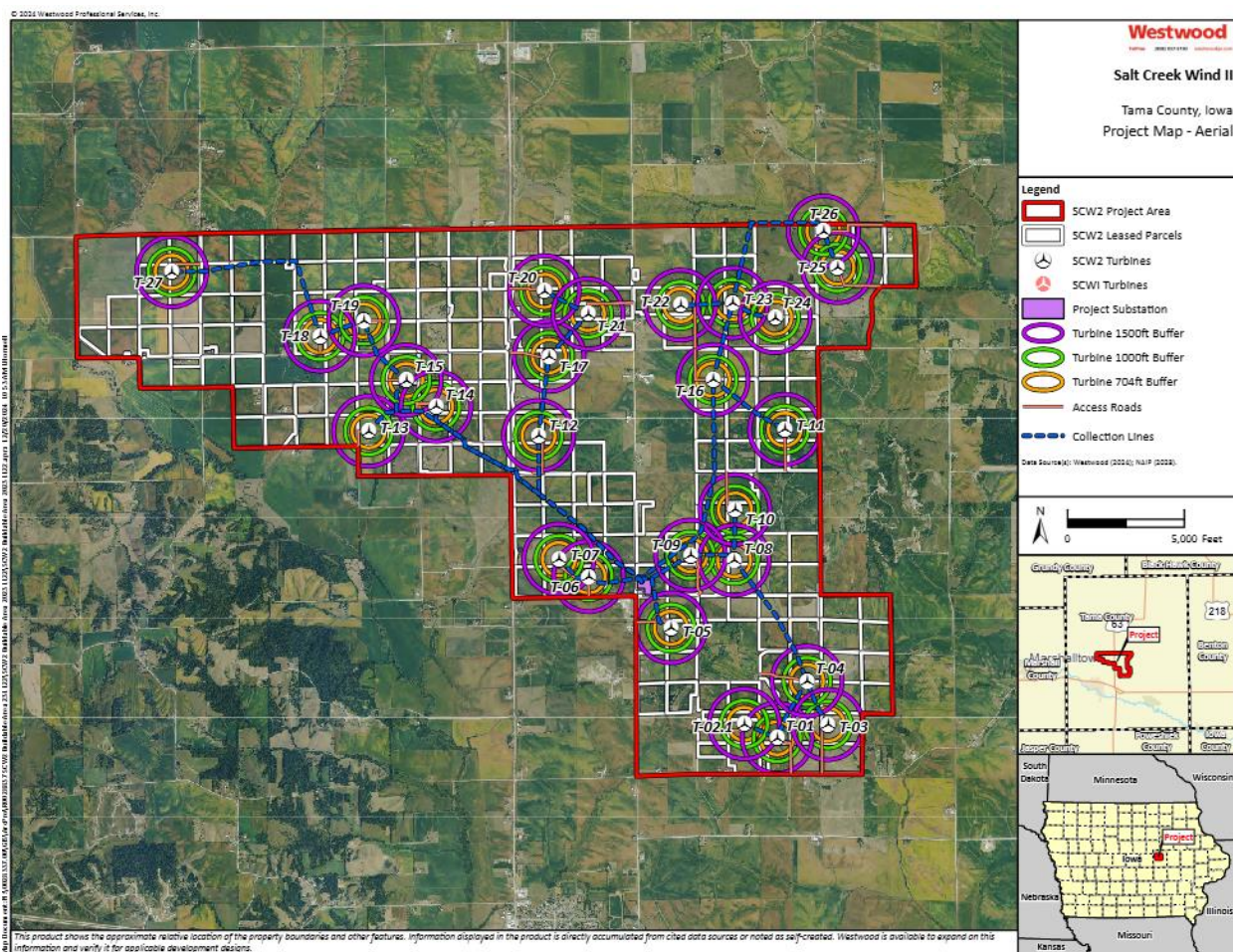
SALT CREEK WIND II LLC

By: _____

Its: _____

APPENDIX A

Turbine Locations



Turbine Number	Latitude	Longitude
T01	42° 01' 08.73"N	92° 32' 24.20"W
T02.1	42° 01' 14.91" N	92° 32' 42.74" W
T03	42° 01' 14.21" N	92° 31' 55.36" W
T04	42° 01' 32.73" N	92° 32' 06.85" W
T05.1	42° 01'55.91" N	92° 33' 20.13" W
T06	42° 02' 17.93" N	92° 34' 10.14" W
T07	42° 02' 25.42" N	92° 34' 26.87" W
T08	42° 02' 24.15" N	92° 32' 47.44" W
T09	42° 02' 26.47" N	92° 33' 12.17" W
T10	42° 02' 45.53" N	92° 32' 46.65" W
T11	42° 03' 19.17" N	92° 32' 17.91" W
T12.1	42° 03' 18.34" N	92° 34' 35.54" W
T13	42° 03' 20.34" N	92° 36' 14.05" W
T14	42° 03' 30.58" N	92° 35' 35.67" W
T15	42° 03' 41.78" N	92° 35' 52.39" W
T16	42° 03' 40.51" N	92° 32' 58.21" W
T17	42° 03' 51.23" N	92° 34' 31.22" W
T18	42° 04' 00.75" N	92° 36' 41.07" W
T19	42° 04' 07.12" N	92° 36' 16.18" W
T20	42° 04' 18.90" N	92° 34' 33.48" W
T21.1	42° 04' 10.35" N	92° 34' 12.96" W
T22	42° 04' 12.20" N	92° 33' 16.27" W
T23	42° 04' 12.90" N	92° 32' 46.68" W
T24	42° 04' 06.44" N	92° 32' 22.60" W
T25	42° 04' 27.30" N	92° 31' 46.98" W
T26	42° 04' 42.82" N	92° 31' 54.66" W
T27	42° 04' 28.60" N	92° 38' 04.87" W

APPENDIX B

Turbine Models

Turbine Candidate Table*

<u>Turbine</u>	<u>Size (MW)</u>	<u>Hub Height</u>	<u>Rotor Diameter</u>	<u>Total Height</u>
GE 2.82-127	2.82 MW	89m	127m	152.5m (500.4 ft)
GE 2.82-127	2.82 MW	114m	127m	177.5m (582.4 ft)
GE 3.4-140	3.4 MW	98m	140m	168m (551.3 ft)
GE 3.4-140	3.4 MW	117m	140m	187m (613.6 ft)
GE 3.8-137	3.8 MW	98m	137m	166.5m (546.4 ft)
GE 3.8-137	3.8 MW	110m	137m	178.5m (585.7 ft)
SGRE 5.0-132	5.0 MW	90m	132m	156m (511.8 ft)
SGRE 5.0-145	5.0 MW	102.5m	145m	175m (574.1 ft)
Vestas V150-4.2 MW	4.2 MW	105m	150m	180m (590.6 ft)
Vestas V150-4.2 MW	4.2 MW	120m	150m	195m (639.8 ft)
Vestas V150-4.5 MW	4.5 MW	105m	150m	180m (590.6 ft)
Vestas V150-4.5 MW	4.5 MW	120m	150m	195m (639.8 ft)

**Additional turbine candidates may be used but will be compliant with the Ordinance.*