DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

LITTLE MOUNTAIN SOLAR, LLC

6/0
1/7/2020

List of Attachments

Attachment A: Project Area Legal Description

Attachment B: Proposed Site Layout

Attachment C: Proposed Site Layout – Parcel Boundary Overlay

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DEVELOPMENT AGREEMENT

LITTLE MTN. PROJECT

6/0
1/7/2020

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and effective this ___ day of_____, 2019 by and between Weber County, Utah ("County") , Little Mountain Solar, LLC, a North Carolina limited liability company ("Developer") and, Willson Family Trust ("Landowner"), and together with County, the "Parties".

RECITALS

WHEREAS, The Developer desires and intends to develop a solar farm in Weber County known as the Little Mountain Solar (the "Project"). Key components of the Project include solar modules, inverters, electrical conductors and maintenance and access roads, and

WHEREAS, The Developer's objective is to develop a commercially viable solar energy facility generating up to 36 megawatts (MWac) through an interconnection point on the Rocky Mountain power grid, and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A**: Project Area Legal Description. A site plan showing the location and layout of the Project is contained in **Attachment B** Proposed Site Layout, and **Attachment C**: Proposed Site Layout – Parcel Boundary Overlay.

WHEREAS, The Willson Family Trust (hereinafter referred to as "Landowner") and Developer have heretofore entered into agreements giving Developer the requisite control of the Project Site for the purpose of developing the Project. County is not a party to those agreements and has no responsibility, obligation, entitlement, benefit, or enforcement authority arising therefrom.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination and Modification.

1.1. Effective Date. The Effective Date of this Agreement is the last date upon which it was signed by the Parties hereto.

1.2. Expiration. This Agreement shall be in full force and effect until the earlier of (1) the Project achieves Substantial Completion, or (2) six years from the Effective Date of this Agreement, at which point this Agreement shall expire.

1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement or terminated by Developer pursuant to Section 10 of this Agreement This Agreement automatically terminates, without notice, in the following circumstances:

1.3.1. The term of this Agreement expires;

1.3.2. The Project is abandoned or the use is discontinued, as defined by Weber County Code;

1.3.3. The Developer defaults on any provision of this Agreement and the default is not

resolved as specified in Section 13 of this Agreement; or

1.3.4. The ownership of the Project or the ownership of the Project Site changes without consent of County, as provided in Section 11.1.

1.4. Modification. This Agreement shall govern and vest the development in Vested Laws, use, and mitigation of the Project, and shall not be modified unless as provided in Section 9 below.

2. Ownership Acknowledgement.

The Parties acknowledge and agree that, for the purposes of this Agreement, the Developer is the owner of the Project, as defined in this Agreement. The Parties acknowledge that Landowner is the owner of the real property to which the rights and responsibilities in this Agreement and the Solar Overlay Zone are applied, and upon which the Project shall be sited as otherwise defined herein as the Project Site.

3. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

3.1. Agreement. "Agreement" means this Development Agreement between County, Landowner, and Developer, approved by the Board of County Commissioners, and executed by the undersigned.

3.2. County. "County" means Weber County, Utah.

3.3. Construction Buildout Period. "Construction Buildout Period" has the meaning set forth in Section 7.11 of this Agreement.

3.4. Developer. "Developer" means Little Mountain Solar, LLC or any of their Transferee(s) as provided in Section 11 of this Agreement.

3.5. Development Standards. "Development Standards" means the requirements stated in Section 7 of this Agreement.

3.6. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.

3.7. Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.

3.8. Landowner. "Landowner" means The Willson Family Trust or any of their Transferee(s),

successors, or assigns.

3.9. **Parties.** "Parties" means the Developer, the Landowner, and the County.

3.10. **Project.** "Project" means the Little Mountain Solar Project, a solar farm generating up to 36 megawatts (MWac) of photovoltaic (PV) solar energy, together with any necessary Project components and related appurtenant improvements, including, as applicable, approximately 115,300 solar panels, inverters, electrical conductors, substation, transmission lines, operations and maintenance facilities, maintenance and access roads, and accessory buildings.

3.11. **Project Site.** "Project Site" means the land area on which the Project will actually be sited. The Project Site covers up to 300 acres. A map showing the approximate location of the Project Site is contained in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay.

3.12. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site having very little chance of effect on the character of the area and is not anticipated to generate concern from the public.

3.13. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, generating and delivering energy to the electric power grid.

3.14. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3.15. **Vested Laws.** "Vested Laws" means the land use laws, Part II of the Weber County Code, in effect at the time of execution of this Agreement.

4. Project Description.

The Project is a proposed solar farm, along with other necessary components and related appurtenant improvements, capable of generating up to 36 megawatts (MWac) of photovoltaic (PV) solar energy, modified as necessary in accordance with the Development Standards contained herein.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B: Proposed Site Layout and Attachment C: Proposed Site Layout – Parcel Boundary Overlay, modified as necessary in accordance with this Agreement's Development Standards.

6. Vesting.

6.1. Except as otherwise noted, this Agreement vests the Project and Project Site to the existing Vested Laws until the expiration or termination of this Agreement under Section 1, or Developer has fulfilled its Decommissioning and Restoration obligations under Section 8, whichever occurs later.

6.2. Developer and Landowner agree that the intent of this vesting is to offer a predictable set of development standards related to the development and establishment of the use. To that effect, Developer and Landowner agree that if the County modifies its laws in the future to specifically regulate the ongoing operation, maintenance, decommissioning, site restoration, or any other performance measure related to a solar operation, after the expiration or termination of this Agreement, the Project shall be subject to the new laws. This shall not extend to nonconforming rights of the use, location, method of construction, acreage requirement, setback requirement,

or height requirement of any building, structure (including solar panels and their supports), internal site roadway, or utility that was lawfully established under this Agreement or laws applicable at the time.

7. Development Standards.

7.1. Overhead Power and Electrical Support Structures. As part of the Project, Developer may require supporting structures to connect electricity generated onsite to the existing adjacent high voltage power infrastructure shown in Attachment B. Such support structures shall not be subject to any applicable County height restriction, provided that any supporting structure shall not exceed the height and width and spacing of the existing high-voltage transmission line support structures immediately adjacent to the Project Site. All other utility lines shall not exceed the height and width of the existing structures.

7.2. Fire Protection Measures. Developer will create and maintain a firebreak of no less than 100 feet between all outer edges of the Project Site and adjacent property lines, as illustrated in Attachment B: Proposed Site Layout. Developer agrees to abide by those requirements deemed necessary by the Weber Fire District in order provide adequate fire or firefighting protection.

7.3. Setbacks. Except as provided in Section 7.6.3, the Project may be located within the Project Site boundary up to, but no less than, 100 feet from any bordering property as illustrated in Attachment B: Proposed Site Layout.

7.4. Emergency Plans. Developer agrees to recognize the County Emergency Services Director, Weber Fire District, or Weber County Sheriff as the County's Emergency Services Authorities. An emergency preparedness and response plan shall be prepared and submitted to the County by the Developer prior to construction. Developer agrees to modify the plan, if requested by any of these Emergency Services Authorities. County's Emergency Services Authorities agree to approve all reasonable efforts by Developer to accommodate emergency service needs. Developer shall submit the approved plan or any approved modification, in writing, to the Planning Director within thirty (30) days of the approval from the relevant emergency services authority. The approved plan, or any modification thereto, shall become a part of this Agreement by reference.

7.4.1. Locked Gates. Keys or access codes to any security gate shall be given to local law enforcement, fire, and EMS; or, at the request of one of those authorities, a special lock shall be used that enables access during emergency situations.

7.5. Project Access and Maintenance Road. Access to the Project Site will be achieved via 7500 West as referenced on the attached Attachment B: Proposed Site Layout.

7.5.1. Drive approach. The drive approach from the current asphalt to the property lines shall be compacted and asphalted to the satisfaction of the County Engineer. At the discretion of the County Engineer, concrete may be used instead of asphalt.

7.5.1.1. If the approach is not completed prior to commencement of construction of the Project, a cash escrow financial guarantee shall be submitted to County Engineer as financial security for the necessary improvements. Standards and procedures governing such escrow agreement shall be in accordance with Weber County Code § 106-4-3, which is hereby incorporated herein by reference.

7.5.1.2. At a minimum, the approach shall be completed within six months of commencement of construction.

7.5.1.3. New damage to the asphalt on 7500 West resulting from Developer's use during construction of the Project shall be replaced at the time of completing the drive approach. To document the current state of the asphalt, a photo survey of the asphalt on 7500 West within 50 feet of site's entrance shall be submitted to the Planning Director and County Engineer prior to any use of the new entrance. The Developer agrees that failure to submit photo documentation of preexisting conditions sufficient to clearly demonstrate preexisting damage shall result in the assumption that all damage existing within 50 feet of the drive approach after Substantial Completion of the Project is a result of construction of the Project and shall be replaced as herein specified.

7.5.1.4. No final building inspection shall be given until the approach is installed or a cash escrow has been offered to secure its construction, pursuant to Section 8.4.1 of this agreement.

7.5.2. **Maintenance Road.** The maintenance road, from the property line to the Project Site, shall be constructed to a quality capable of supporting a 75,000 lbs. fire apparatus, or as otherwise required by an Emergency Services Authority. The road surface shall be continuously maintained in a manner that mitigates airborne dust pollution.

7.6. **Landscaping and Vegetation.** Developer agrees to maintain the Project Site in a clean, healthy, and safe manner. Developer agrees to watch for and remove all noxious or invasive species onsite. Developer agrees to visit the site quarterly to provide vegetation management and maintenance.

7.6.1. **Bee Pollination.** Developer shall make all reasonable efforts to provide ground cover vegetation that benefits bee pollination. Developer shall work with Utah State University and Weber State University to determine the feasibility of planting and maintaining pollen-rich vegetation native to the area on the Project site. If either University can offer a reasonable low-maintenance method of doing so, Developer agrees to execute the method.

7.6.2. **Other Vegetation.** To the extent it does not conflict with Section 7.6.1 herein, County agrees to allow the site to be returned to its natural and native state of vegetation, provided, however, that excessive dry-growth that constitutes a fire hazard shall be perpetually cut and/or thinned to the satisfaction of the Weber County Fire District.

7.6.3. **Accessory Structures.** County agrees to allow developer to construct accessory structures onsite for the housing of equipment or site-related storage. Any structure over 20 feet in height or 500 sq/ft shall be designed by an architect to resemble the rustic aesthetic of historic barns or structures generally found in the area. Other buildings shall have exterior materials that complement the agricultural nature of the area, and which avoids any appearance of an industrial use. Except for cupolas, the height of an accessory structure shall not exceed that allowed in the A-3 zone. Shear-walls and rooflines of accessory structures shall be broken every 50 feet. The maximum width of an accessory structure is 100 feet. The minimum setback for an accessory building from Project Site boundaries shall be 10 feet.

7.6.4. **Outdoor Storage.** Except those structures permanently affixed to the ground and lawfully permitted, outdoor storage shall be prohibited.

7.6.5. **Minimum Separation of Solar Panel Rows.** The minimum separation of solar panel rows shall be 15 feet, or as otherwise provided herein.

7.7. **Fencing and Screening.** County agrees that the distance from Project Site to any adjacent residence is sufficient to not necessitate aesthetic screening at present. Any chainlink fence shall be treated to eliminate shine, reflection, and glare coming from the new fence. If an abutting parcel is subdivided into smaller lots and then developed, and the owner of one of the newly developed subdivision lots submits to County a written request for visual screening, the Developer agrees to install screening in one or more of the following manners, at their option:

7.7.1. A six foot solid fence, or slats installed in the chainlink fence specified in Attachment B;

7.7.2. Dense vegetation that obscures the view of the project;

7.7.3. A six foot land-berm covered with native vegetation.

7.8. **Public Access Prohibited.** Public access to the Project Area is prohibited, except as otherwise provided herein or in any approved Emergency Plan. The fencing and locked gates, as illustrated in Attachment B: Proposed Site Layout, and as otherwise governed herein, shall be permitted throughout the duration of this Agreement.

7.9. **Wildlife Mitigation.** Given the proximity of the Ogden Bay Waterfowl Management Area and the Project Site's location in a popular waterfowl migration area, Developer agrees to cooperate and coordinate with the Utah Division of Wildlife Resources (UDWR) to develop a wildlife mitigation plan. Developer agrees to accommodate all reasonable requests from UDWR for wildlife mitigation. If Developer feels a request from UDWR is unreasonable, Developer may ask the County Planning Director for review of the request. If asked, the County Planning Director shall determine within 14 calendar days whether the request is reasonable and necessary taking into account the operational requirements of the Project and the balance between the public benefits of the use and possible impacts of that use on wildlife in the area.

7.9.1. **Wildlife-Friendly Equipment and Installation.** At the time of installation, Developer agrees to install the most wildlife friendly solar panels that the industry is producing at the time of the installation. County is concerned that if too close together the rows of panels may appear to waterfowl as a body of water, also known as the "lake effect." Emerging debate suggests that lake effect may risk the vitality of birds that depend on water to take flight. While this phenomenon is an ongoing subject of study in the industry, to minimize the possible effect, Developer agrees to install the rows of panels no closer to each other than 15 feet. If better scientifically proven information is produced that suggests the rows can be closer together and still avoid the "lake effect," County agrees to allow this distance to be reduced to the minimum distance necessary to avoid the effect.

7.9.1.1. **Monitoring and Reporting.** As may be requested by UDWR, developer agrees to implement a reasonable monitoring and reporting program with UDWR. The program shall meet the reasonable verification needs of UDWR.

7.9.1.2. **Corrective Action.** Developer agrees to take corrective action if the monitoring and reporting program shows an unreasonable impact to wildlife. County agrees to not impose any corrective action that is not supported by scientifically-proven best practices.

7.9.1.3. **Inspections.** Developer agrees to allow County staff or UDWR staff to inspect the site at any reasonable time. The County or UDWR shall give Developer at least 72 hours written notice of an inspection.

7.10. **The Relationship between this Agreement and the Solar Overlay Zone.** This Agreement incorporates by reference the terms and conditions of the Solar Overlay Zone as approved by the County, which shall be further conditioned and governed by this Agreement.

7.11. **Construction Staging and Construction Buildout Period.** Developer agrees there will be no construction staging outside of the Project Site boundaries, except what is reasonable and necessary for the construction of the access road or to fulfill any requirements of law. County agrees that Developer is allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained in final form, but in no event later than 6 years from the Effective Date of this Agreement (the "Construction Buildout Period") provided however, that such construction is not delayed by a Force Majeure Event.

7.12. **Sanitary Sewer and Culinary Water.** Developer agrees to satisfy the requirements of the Weber Morgan Health Department, if any, regarding sanitary sewer and culinary water provisions for the site.

7.13. **Permits.** Developer agrees to obtain all necessary federal, state, and local permits required prior to any work onsite, including but not limited to building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.

8. Decommissioning and Restoration.

8.1. **Scope of Decommissioning.** Decommissioning the Project shall involve returning the Project Site to its current or a better natural state. This means the removal of the Project's components, including, without limitation, the solar panels, panel trackers, anchors, supports and mounts, inverter buildings, underground electrical conductors, and substation; removal of overhead cables except those unrelated to the Project or to which connections for other uses have been made; and final reseeding of disturbed lands with a native seed mixture, after, if necessary, grading of the land to its state at the time of execution of this Agreement or better (all of which shall comprise "Decommissioning"). The Project Decommissioning and Site Restoration Plan shall contain the measures necessary to fulfill the foregoing decommissioning obligations.

8.2. **Timing.** Developer or any Transferee, as the case may be, shall decommission the Project and restore the Project Site within twelve (12) months following the termination of operations of the Project.

8.2.1. **Landowner Right and Responsibility.** In the event Developer fails to decommission the Project and restore the Project Site within twelve (12) months following the termination of operations of the Project, the Landowner shall bear full responsibility for the decommissioning and restoration. Neither the County nor the Developer shall have any claim of ownership of the infrastructure, and in lieu of the Financial Guarantee, Landowner is entitled to keep any proceeds resulting from selling or recycling the infrastructure.

8.3. **County Access and Reporting.** The County shall be granted reasonable access to the Project site during decommissioning of the Project for purposes of inspecting any decommissioning work or to perform decommissioning evaluations. County personnel on the Project site shall observe all worker safety requirements enforced and observed by the Developer and its contractors.

8.4. **Financial Guarantee.** On or before the thirtieth (30th) year of the term of this Agreement, Developer agrees to provide a financial guarantee for the decommissioning and restoration of the site. The applicant shall furnish and file with the county an escrow agreement, a letter of credit, or surety bond in an amount equal to 100 percent of the anticipated cost of decommissioning and restoration.

8.4.1. **Escrow Agreement.** If by escrow agreement, the agreement and associated funds, requires the approval of the county commissioners and county attorney. Escrow funds shall be deposited with the county treasurer at the time the escrow agreement is executed.

8.4.2. **Letter of Credit.** If by letter of credit, the following shall apply: (1) the issuing financial institution shall have history of positive performance in fulfilling its financial obligations, as determined by the county treasurer and based on typical conventions of the financial industry; (2) the financial institution shall provide the letter of credit on a standard letter of credit form supplied by Weber County or in a form that provides equal or greater financial protection to the county, as determined by the county attorney; (3) The county attorney, county treasurer, and county commissioners have no reasonable, objective indications of a substantial risk that either the applicant or the applicant's financial institution will not fulfill its obligations related to the financial guarantee or the decommissioning and restoration of the site.

8.4.3. **Surety Bond.** If by surety bond, the bond shall be issued by a surety registered with the Utah Insurance Department.

8.4.4. **Acceptance of Financial Guarantee.** The financial guarantee is accepted when the county commissioners approve and sign a decommissioning and restoration agreement between County and Developer, and an escrow agreement, letter of credit, or surety bond.

8.4.5. **Partial Release of Financial Guarantee.** Upon written request, County agrees to give partial releases of the financial guarantee as the site is decommissioned and restored. Such a release shall be commensurate with the decommissioning and restoration actually accomplished prior to the written request for release. Developer is not entitled to a partial release that would leave the County with less financial guarantee than is necessary to complete the remaining decommissioning and restoration.

9. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer, Landowner, and the County (an "Amendment"). Subject to any terms, obligations, and limitations of the agreement(s) between Landowner and Developer apart from this Agreement, the following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

9.1. **Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement.

9.2. **Project and Project Area Expansion.** Except as provided in Section 9.3 below, if Developer seeks to expand the generating capacity of the Project and the geographic scope of the Project Site or Project Area, Developer shall seek an Amendment to this Agreement, if, and as necessary, in accordance with this Agreement and any applicable state and local regulations in effect at the time of such amendments.

9.3. **Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. Any Changes listed under this subsection that are approved without Landowner's written consent are void and unenforceable. The

following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

9.3.1. **Solar Panel Configuration Changes.** A routine and uncontested change to the configuration of the solar panels within the fence boundaries as show on Attachment B, provided compliance is maintained with all other provisions of this Agreement.

9.3.2. **Project Site Configuration Changes.** A routine and uncontested change to the Project Site, provided the change does not affect onsite or offsite drainage, wetlands, wildlife, or any other environmental consideration of the area.

9.3.3. **Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval, including those identified in Attachment B to this Agreement; provided that the changes are routine and uncontested and the application thereof do not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

9.3.4. **De Minimis Changes.** Other de minimis changes requested by the Developer, which are reasonably consistent with the Solar Overlay Zone and are routine and uncontested.

9.3.5. **Siting of Substation and Transmission Line.** Any changes to the final siting of the substation and transmission line, provided compliance with all applicable laws.

10. Termination.

Developer shall have the option, in its sole discretion, to terminate this Agreement prior to Substantial Completion of the Project, provided such termination will not relieve the Developer of any obligation owed the County under the terms of this Agreement and outstanding at the time of such termination. If it elects to terminate this Agreement, Developer shall submit a Notice to this effect to County at least thirty (30) days prior to such termination.

11. General Provisions.

11.1. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the County as provided herein. The rights and responsibilities of Landowner under this Agreement may be assigned in whole or in part by Landowner with the consent of the County as also provided herein.

11.1.1. **Related Party Transfer, Developer.** Developer's transfer of all or any part of the Project to any entity "related" (as defined by regulations of the Internal Revenue Service) to Developer, Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Developer. Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

11.1.2. **Related Party Transfer, Landowner.** Landowner's transfer of all or any part of the Project Site to any entity "related" (as defined by regulations of the Internal Revenue Service) to Landowner, or Landowner's pledging of part or all of the Project Site as

security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Landowner. Landowner shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

11.1.3. Notice. Developer or Landowner shall give Notice to the County, in accordance with Section 12 of this Agreement, of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

11.1.4. Deemed Approved. Unless the County objects in writing within thirty (30) business days, the County shall be deemed to have approved of and consented to the assignment.

11.1.5. Partial Assignment of Project. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

11.1.6. Partial Assignment of Project Site. A partial assignment of the project site is prohibited under this Agreement. The project site shall be continuously owned under one ownership until the project is deemed abandoned and fully decommissioned as required in this Agreement or any other law applicable at the time.

11.1.7. Grounds for Denying Assignment. The County may only withhold its consent for the reasons listed herein.

11.1.7.1. If the County is not reasonably satisfied with the proposed assignee's ability to perform the obligations of Developer; or

11.1.7.2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement.

11.1.8. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

11.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

11.3. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

11.4. Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated,

and to execute, deliver and perform its obligations under this Agreement.

11.5. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

11.6. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

11.7. **Force Majeure Event.** A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

12. Notices.

12.1. **Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement 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 transmission.

12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401
With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

Little Mountain Solar, LLC
800 Taylor Street
Durham, NC 27701

If to Landowner:

Willson Family Trust
c/o Brad Willson
5612 N. Fork Road
Liberty, UT 84310

12.3. **Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by Notice to the other party may designate a different address or person to which such notice or communication shall be given.

13. Default and Remedies.

13.1. **Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

13.1.1. **Developer's Failure to Perform.** Except when Developer has failed to perform within ninety (90) days of receipt of notice of default, the Parties agree that Landowner has no responsibilities, liabilities, or obligations under this Agreement, unless as expressly stated otherwise in this Agreement. If after the ninety (90) day period Developer has still failed to perform, then it shall be deemed an immediate abandonment of the Project and is immediately subject to decommissioning and restoration under Section 8 of this agreement except it shall not be subject to the timing allowances specified in that section.

13.2. **Withholding of Permits.** County may withhold any permits from the Project Site in the event the Project falls out of compliance with any part of this Agreement or any Vested Laws. This may occur whether or not County has initiated other enforcement remedies under this Agreement or any other provision of law.

13.3. **Dispute Resolution Process.**

13.3.1. **Conference.** In the event of any dispute relating to this Agreement, each Party, upon the request of the other Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer and Landowner shall send Developer's and Landowner's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

13.3.2. **Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within 45 days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

14. Entire Agreement.

Apart from any agreement(s) between Landowner and Developer acknowledged in the Recitals to this Agreement generally, including the Ground Lease Agreement dated August 29, 2017, this Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them, whether written or oral. This Agreement is not intended to alter or modify the Ground Lease Agreement or any other agreement between Landowner and Developer. If any part or provision of any past or future agreement between Landowner and Developer, including any party that assumes responsibility for the Landowner or Developer as provided in Subsection 11.2 of this agreement, conflicts with any part or provision of this agreement, it shall have no effect on the applicability of this agreement.

15. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement to be effective upon date of approval.

Approved by the Parties herein signed this 7th day of January, 20~~19.~~20

(Signatories on following pages)

SIGNATORIES

"County"
Weber County, a body corporate and politic of the State of Utah

By: _____

~~Scott K. Jenkins~~ Gage Froerer
Chair, Weber County Commission

ATTEST: _____

for Ricky D. Hatch, CPA
Weber County Clerk/Auditor

"Developer"
Little Mountain Solar, LLC.

By: _____

Print Name: Markus Wilhelm

Title: Manager of Strata Manager, its Manager

Developer Acknowledgment
(Corporation)

State Of North Carolina)

)ss.

County Of Durham)

On the 4th day of January, 2023, personally appeared before me Markus Wilhelm, who being by me duly sworn, did say that he is the manager of Strata Manager, its Manager, a limited liability company, and that the foregoing instrument was signed in behalf of said corporation by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

_____

My Commission Expires: 5/3/2023

_____

Notary Public, residing in
Durham, North Carolina

Shawn J Blazer
NOTARY PUBLIC
Durham County, NC

"Landowner"
Willson Family Trust

By: _____

Print Name: Brad Willson

Title: Owner

Landowner: Willson Family Trust Acknowledgment (Trust)

State Of Utah)

)ss.

County Of Weber)

On the 9 day of January, 2020 personally appeared before me April Hart, who being by me duly sworn, did say that he is the owner of Willson family trust, a Trust, and that the foregoing instrument was signed in behalf of said Trust by authority of its members or its articles of organization; and said person acknowledged to me that said Trust executed the same.

10/25/2023 _____

My Commission Expires: Notary Public, residing in

APRIL HART
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 706950
COMM. EXP. 10-25-2023

Attorney-In-Fact

Affidavit of Qualification

State Of _____)

)ss.

County Of _____)

_____ being first duly sworn on oath deposes and says that he is the Attorney-in-Fact of _____ and that he is duly authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

_____

Attorney-in-Fact

Subscribed and sworn to before me this _____ day of _____, 20__.

_____ _____

My Commission Expires: Notary Public, residing in

Attachment A

Project Area Legal Description and Graphic Depiction

All of Parcel #10-044-0019 being more particularly described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OFOF SECTION 23, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKEBASE AND MERIDIAN, U.S. SURVEY: EXCEPTING A STRIP OF LAND 2 RODS WIDE ON THE SOUTHSIDE OF THE ABOVE DESCRIBED LAND.

All of Parcel #10-047-0001 being more particularly described as follows:

THE NORTH 1/2 OF THE NORTHEAST QUARTER, AND THE SOUTHWESTQUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTERAND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THENORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SUBJECT TO PERPETUAL NON-EXCLUSIVE RIGHT OF WAY ANDEASEMENT FOR EMERGENCY AND FARM USE ONLY TO RUN WITH THE LANDFOR THE BENEFIT OF THE GRANTEE AND ITS SUCCESSORS AND ASSIGNSAND TO BE APPURTENANT TO THE ABOVE DESCRIBED LAND OVER ANDACROSS THE FOLLOWING: A PART OF THE NORTHWEST QUARTER AND THENORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINTLOCATED ON THE NORTH LINE OF SAID SECTION 26 AND THE EAST LINEOF 7500 WEST WHICH IS SOUTH 89D16'52" EAST 66.00 FEET ALONGTHE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 26BEING A WEBER COUNTY SURVEY BRASS CAP MONUMENT; RUNNING THENCESOUTH 89D16'52" EAST 3102.75 FEET ALONG SAID SECTION LINE;THENCE SOUTH 0D38'41" WEST 16.00 FEET; THENCE NORTH 89D16'52"WEST 3102.71 FEET TO THE EAST LINE OF SAID 7500 WEST; THENCENORTH 0D30'42" EAST 16.00 FEET ALONG SAID EAST LINE TO THEPOINT OF BEGINNING. (E# 2939626)

All of Parcel #10-047-0002 being more particularly described as follows:

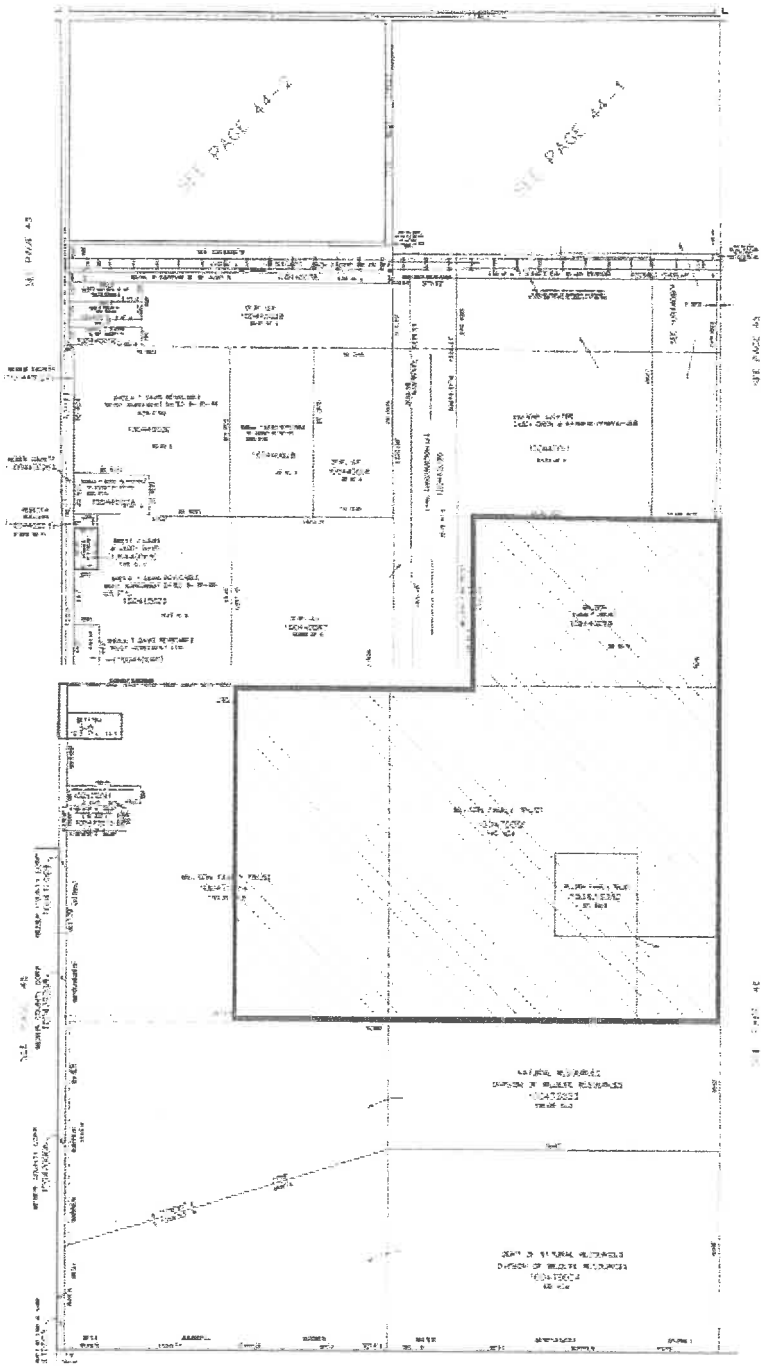
THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THESOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN,U.S. SURVEY.

Part of Parcel #10-047-0014 being more particularly described as follows:

A TRACT, CONTAINING APPROXIMATELY 75 ACRES, AND BEING THE EASTERN ONE-HALF OF THE PROPERTY DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER; THENCE EAST TO THE NORTH QUARTER CORNER; THENCE SOUTH TO THE CENTER OF SAID SECTION 26; THENCE WEST 2573.99 FEET, TO PROPERTY CONVEYED TO WEBER COUNTY; THENCE NORTH 1537.70 FEET; THENCE SOUTH 88°26'18" EAST 435.60 FEET; THENCE NORTH 0°30'42" EAST 216.7 FEET; THENCE EAST 145.2 FEET; THENCE NORTH 150 FEET; THENCE SOUTH 88°57' WEST 580 FEET; THENCE NORTH 463.80 FEET; THENCE WEST 66 FEET; THENCE NORTH 338.5 FEET TO THE POINT OF BEGINNING. LESS: ANY PORTION LYING WITHIN THE BOUNDS OF BITTON SUBDIVISION, ENTRY NO. 2692136.

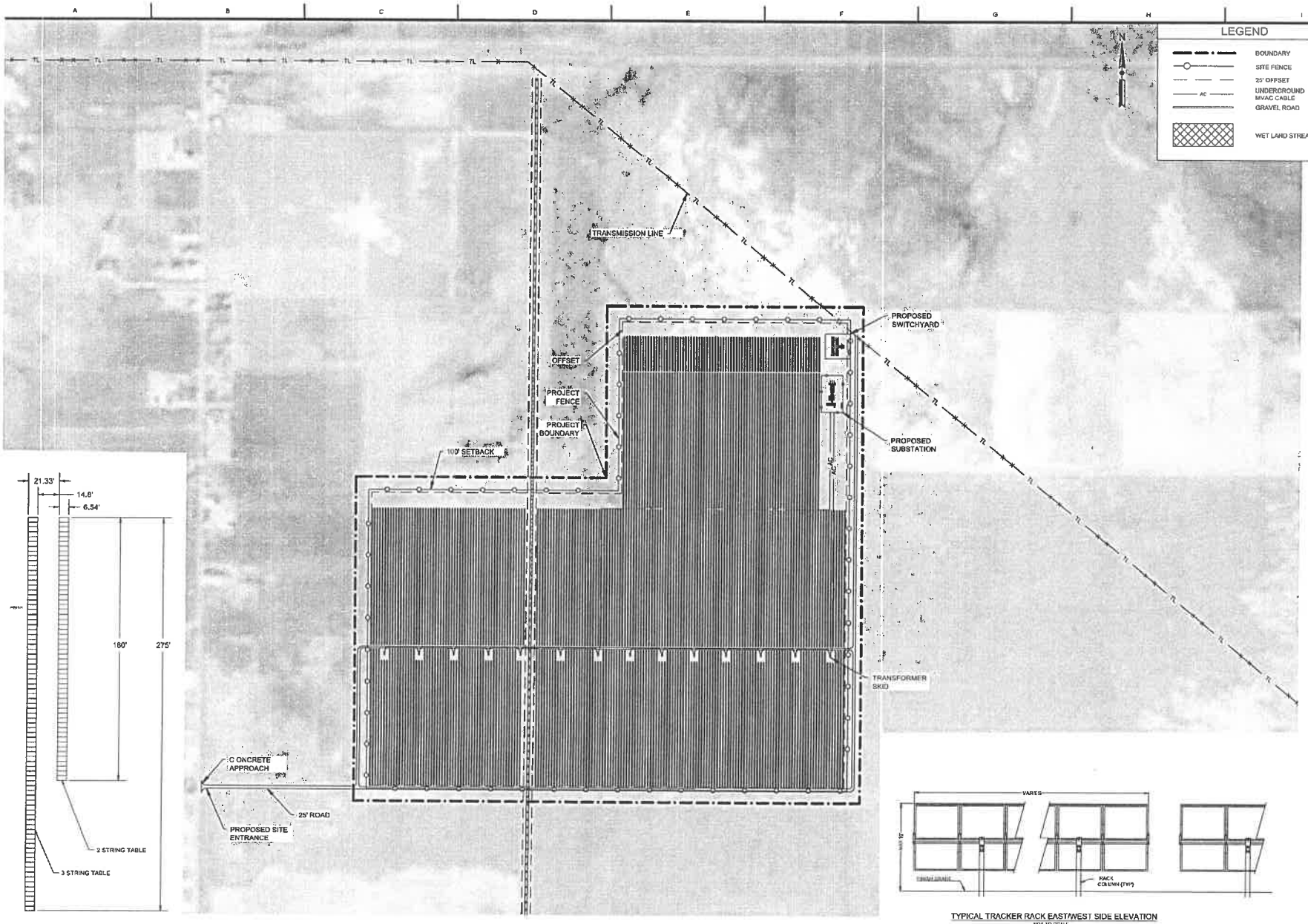
Also described as: THE EASTERN HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.


SEE PAGE 44-2
SEE PAGE 44-1

Attachment B

Proposed Site Layout

[On Following Page]



PROPOSED TRACKER LAYOUT
Scale: 1:30

PV SITE LAYOUT - PLAN VIEW
SCALE: 1"=350'

350 175 0 350 700 1050
SCALE: 1"=350'

TYPICAL TRACKER RACK EAST/WEST SIDE ELEVATION
NOT TO SCALE

LEGEND

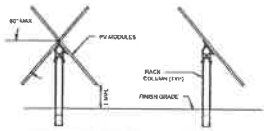
- BOUNDARY
- SITE FENCE
- 25' OFFSET
- UNDERGROUND MVAC CABLE
- GRAVEL ROAD
- WET LAND STREAM

ARRAY SUMMARY	
SYSTEM SIZE GROSS (kW AC):	38,125
SYSTEM SIZE NET (kW AC): *	34,985
OVER BUILD %	8.9%
SYSTEM SIZE (kW DC):	45,540
SYSTEM VOLTAGE:	1500
DC/AC RATIO:	1.30
INVERTER SPEC #:	SUNGROW G5125HV
INVERTER TOTAL QUANTITY:	305
MODULE TYPE:	CRYSTALLINE
MODULE SPEC:	HANWHA Q-CELL
MODULE WATTAGE (w)	395
MODULE TOTAL QUANTITY:	115,290
MODULES PER STRING:	27
TOTAL # OF STRINGS:	4,270
RACKING TYPE:	SAT- ATI
AZIMUTH (deg):	180
ROW SPACING (ft/m):	21.32/6.5
RACKING ROTATION (deg):	+/- 52
GROUND COVER RATIO:	30.2%
SITE ACCESS GATES:	1
ACREAGE (FENCE):	304
MV CABLE LENGTH (ft)	9,912

* = .95PF, 3% AC LOSS. PLANT CONTROLLER LIMIT 35 MW

GENERAL NOTES:

1. PROPOSED ROAD SHALL BE 20' WIDE WITH ENGINEERING APPROVED AGGREGATE
2. PROPOSED FENCE SHALL BE 6' TALL WITH 1' OF 3 STRAND BARBED WIRE
3. PROPOSED SITE CONSTRUCTION ENTRANCE SHALL BE 30' WIDE WITH PEDESTRIAN ENTRANCE



TYPICAL RACK NORTH/SOUTH END ELEVATION
NOT TO SCALE

FastGrid

REV	DESCRIPTION	DATE
A	UPDATED MODULES TO 395	01/14/2019
B		
C		
D		
E		
F		
G		
H		
I		

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT NAME:
LITTLE MOUNTAIN
PV SOLAR
POWER PLANT

PROJECT ADDRESS
S 7500 W ST
WEBER COUNTY
UTAH

SEAL:

DATE: 01/14/2019
PROJECT #: 180012.25
DRAWN BY: LL
CHECKED BY: EH

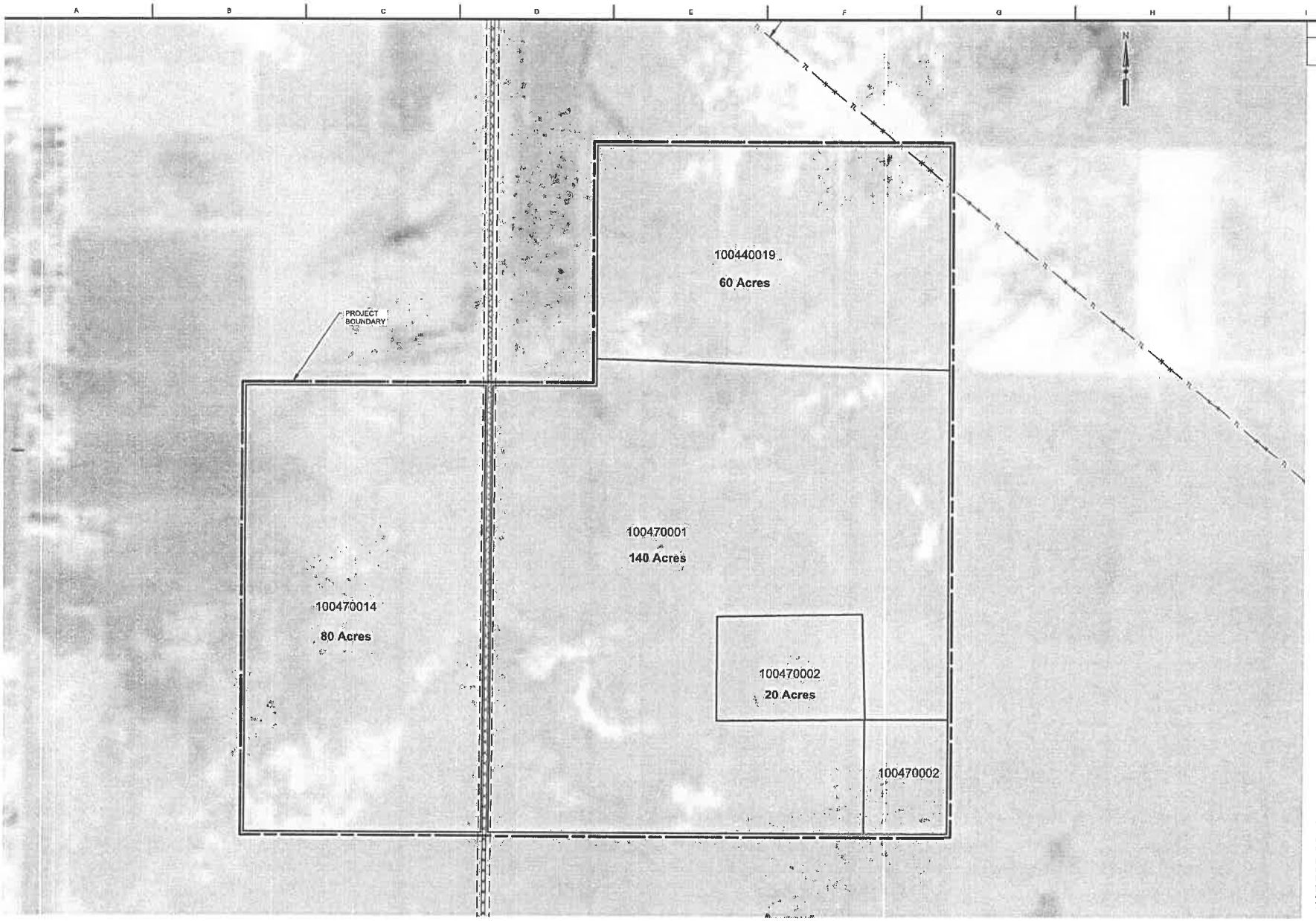
SHEET NAME
OVERALL SITE PLAN

SHEET #:
E-100.3

Attachment C

Proposed Site Layout – Parcel Boundary Overlay

[On Following Page]



PV SITE LAYOUT - PLAN VIEW
SCALE: 1"=350'

350 175 0 350 700 1050
SCALE: 1"=350'

PRELIMINARY - NOT FOR CONSTRUCTION

FastGrid

REV	DESCRIPTION	DATE
A		
B		
C		
D		
E		
F		
G		
H		
I		

PROJECT NAME:
LITTLE MOUNTAIN
PV SOLAR
POWER PLANT

PROJECT ADDRESS:
S 7500 W ST
WEBER COUNTY
UTAH

SEAL:

DATE: 02/05/2019
PROJECT #: 180012.25
DRAWN BY: CH
CHECKED BY: EH

SHEET NAME:
EXHIBIT 1

SHEET #:
EXH-1