

Vista Sands Solar LLC and Village of Plover, Wisconsin

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (Agreement) is by and between Vista Sands Solar LLC (Vista Sands Solar) and the Village of Plover, Wisconsin (Village). Individually, Vista Sands Solar and the Village are each a Party, and collectively they are referred to herein as the Parties.

RECITALS

1. Vista Sands Solar desires to develop, construct and operate a 1,315.6 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities such as a battery energy storage system, generation tie line, a substation, power collection lines, and access roads in Portage County, Wisconsin (Project). To build the Project, Vista Sands Solar must receive a Certificate of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin (PSCW).
2. Vista Sands Solar has previously entered into a Joint Development Agreement with the Town of Plover, Wisconsin and Town of Grant, Wisconsin (Town JDA). The Town JDA is attached as Exhibit A.
3. The Village desires to execute the Town JDA if Vista Sands Solar commits not to build solar arrays on certain property unless otherwise ordered to do so by the PSCW. These areas are identified in Exhibit B as Alternative Array Areas 1, 2, and 3. This Agreement supplements the Town JDA with a **binding commitment from Vista Sands Solar not to build solar arrays on those Alternative Array Areas 1, 2, or 3** unless ordered to do so by the PSCW.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Term**. The term of this Agreement shall correspond to the term of the Town JDA.
2. **Alternative Array Areas**. Vista Sands Solar shall not construct solar arrays on Alternative Array Areas 1, 2, or 3 unless ordered to do so by the PSCW. However, Vista Sands Solar may construct underground collector lines, underground or aboveground transmission infrastructure, Project substations, and battery energy storage systems (collectively, "Support Infrastructure") in Alternative Array Areas 1, 2, or 3. Furthermore, Vista Sands Solar agrees that siting of any Support Infrastructure in Alternative Areas 1 or 2 shall take into consideration existing and future road right-of-way extension of Grant Avenue south to Forest Drive.
3. **Town JDA**. The Village acknowledges that, as a part of executing this Agreement, it also is executing the Town JDA provided as Exhibit A, and that all terms and conditions in the Town JDA as provided in Exhibit A are binding on it.

4. **Water Quality Trading Agreement.** Vista Sands Solar agrees to work cooperatively and in good faith with the Village to explore and, if feasible, execute a Water Quality Trading Agreement for the purpose of obtaining phosphorus credits for the Village.
5. **Successors and Assigns.** This Agreement is binding upon Vista Sands Solar's successors and assigns.
6. **Interpretation.** The Parties agree that this Agreement is the product of joint negotiations with the intent to foster cooperation and good faith dealing. The provisions herein shall not be construed to have been drafted by any specific Party so as to be interpreted against such Party. If there is any conflict between the provisions of this Agreement and the Town JDA, the Town JDA shall prevail.
7. **Relevant Law.** Any and all disputes arising under this Agreement shall be resolved pursuant to the laws of the State of Wisconsin.
8. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Vista Sands Solar:

2 Logan Square, Philadelphia, PA 19103

If to Village of Plover:

PO Box 37, Plover, WI 54467

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices may be also sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

If to Vista Sands Solar:

NAME: Tyrone Thomas
TITLE: General Counsel
EMAIL: legal@doral-llc.com

NAME: Jon Baker
TITLE: Vice President, Development
EMAIL: jbaker@doral-llc.com

If to Village of Plover:

NAME: Gary Wolf
TITLE: Village President
EMAIL: gwolf@ploverwi.gov

NAME: Tammy Wojtalewicz
TITLE: Village Clerk
EMAIL: twojtalewicz@ploverwi.gov

VISTA SANDS SOLAR LLC:

Name: Nick Cohen, CEO

Approved this ____ day of _____, 2024.

Signature: _____
Nick Cohen

Village of Plover:

Name: Gary Wolf, Village of Plover President

Approved this 7th day of August, 2024.

Signature:  _____
Gary Wolf
