

Posey Solar, LLC (the “Project”)

Conditions to Final Development Plan approval

Posey County Area Plan Commission

TO BE SIGNED BY THE PROJECT AND FILED WITH THE PLAN COMMISSION IN
RECORDABLE FORM AT TIME OF ISSUANCE OF IMPROVEMENT LOCATION
PERMIT

1. Project will maintain the buffer and vegetative screening areas shown on the site plan in compliance with the County SECS ordinance dated April 2021 (the “Ordinance”). The Project shall comply with the Management Plan for Vegetated Screens (VS) and Setback areas submitted to the case file (both in and outside the fence). The VS shall be located outside of the Project fencing.
2. A 20 acre pollinator area shall be installed within the Project area outside the Project fencing to the extent allowed by the Ordinance.
3. The use of barbed wire on top of the Project fencing shall only apply to areas where required by the Utility or NEC Code, such as the substation. The fencing around the photovoltaic panels shall be agricultural in appearance, in compliance with the Ordinance and consistent with the typical livestock fence detail included in the Development Plan application. Project fencing will be removed upon Project decommissioning as set out in the filed Decommissioning Agreement.
4. Owner shall not use cadmium telluride (CdTe) thin film solar panels in the construction or operation of the Project.
5. No solar panel at maximum tilt height shall exceed 15 feet in height.
6. A contribution of \$25,000 to the MARRS Township fire department upon commercial operation of the solar field, and \$5,000 each year thereafter shall be made by the Project, with the first contribution to be made within 45 days of commencement of commercial operations (“COD”). Training up to twice a year with local fire departments shall be offered by the Project. This training will address any requested safety plan or training for MARRS School.
7. A representative of MARRS School shall be invited to pre-construction meetings between the Project and the County.
8. Security cameras shall not be directed towards non-participating neighboring homes. The height of any poles used strictly for the purposes of mounting security cameras shall not exceed 20 feet in height.

9. The Project will cause reasonable compliance with the various recommendations set out in the filed Telecommunications and Wireless Signals report.
10. A contribution of up to \$225,000 toward new communications towers that will help to ensure reliable radio service for first responders shall be made by the Project within 45 days of COD.
11. Owner agrees to continue to maintain a local office in Mount Vernon, Indiana, for the duration of the Project development, where an authorized representative of Owner will maintain posted office hours. Non-participating landowners (“NPL”) shall be provided direction regarding scheduling individual appointments with an authorized representative of Owner.
12. No tax abatement will be requested for the Project.
13. No more than 200 MWac of solar capacity exclusive of battery storage or 1450 acres within the fence will be developed in the Project area.
14. No lighting will be installed or operated on the project site other than as needed for safety and operational purposes, including 1) emergency responses, 2) within the substation or switchyard parcel footprint, 3) inspection/repair purposes, 4) internal lighting and external down-lighting of the O&M building, 5) security, and 6) as otherwise required by applicable law.
15. Any trash and debris arising from construction or operation shall be collected within a reasonable period of time and properly disposed. The number of dumpsters in place for the operational project shall be limited to 2. Dumpsters for the operational Project shall be placed where they are not visible to the public or otherwise screened by opaque fencing. Pick up times shall be limited to sunrise to sunset.
16. During its ownership of the Project, CenterPoint shall provide to the Executive Director contact information where inquiries can be directed. The general public shall follow CenterPoint’s established process for engaging customer service who will appropriately direct the inquiry to the internal contact responsible.
17. Hours of construction of the PV arrays shall be limited to sunrise to sunset except between October 15 and March 15 the start time (if the sun is not up prior to this time), will be no earlier than 7:00 am and conclude no later than 5:30 pm. Prior to construction starting, workers will be mobilizing to work areas, completing safety briefings, pre-work coordination meetings, and preparing to start work. If the sun is up during the period between October 15 and March 15, then work may proceed outside of these hours during

any period when there is appropriate daylight. Non-construction site commissioning and testing may require work outside of daylight hours.

18. The Project shall comply with the Drainage Plan approved by the Posey County Soil and Water Conservation District.
19. The Project shall comply with the Spill Prevention, Control, and Countermeasure (SPCC) plan required by the Indiana Department of Environmental Management.
20. The Project will cooperate with respect to any future easement request of public utilities pertaining to land under the Project's control.
21. Project collector substation(s) shall be screened from the view from public roads. The screening shall be placed outside the fence line. Arborvitae trees (or equivalent species) will be planted at a minimum height of 6 feet. Placement of the screening will consider minimum ground clearance requirements for any overhead power lines in the vicinity and shall be subject to the NEC Code.
22. The Project shall abide by the International Building Code (2012) and the 2014 Indiana Building Code Amendments.
23. These conditions shall run to the benefit of an NPL who have received legal notice of the Project and shall be recorded and run with the land. They shall be binding on any future owner of the Project. Notwithstanding the foregoing, all such conditions shall immediately terminate and be of no further force and effect upon the expiration or termination of the Project. Reasonable attorneys' fees shall be awarded to any NPL who prevails in a judicial proceeding to enforce the terms of these conditions.