

**POSEY COUNTY**  
**DECOMMISSIONING PLAN AGREEMENT**

This Decommissioning Plan Agreement (“Agreement”) dated as of \_\_\_\_\_, 2021 (“Effective Date”) by and between Posey Solar, LLC, a Delaware limited liability company, qualified to do business in Indiana (the “Company”) and Posey County, Indiana (“County”), as approved by the Posey County Area Plan Commission (“APC”).

RECITALS

WHEREAS, the Company desires to build a commercial solar photovoltaic electric generation project in Posey County, Indiana (the “Project”);

WHEREAS, the Company has or will enter into certain lease agreements (collectively, the “Leases”) with the landowners within the Project area (the “Landowners”);

WHEREAS, the Company desires to present a Decommissioning Plan (the “Plan”) for the Project to the County at the time of issuance of an Improvement Location Permit (“ILP”);

WHEREAS, the Company shall post a performance or surety bond or letter of credit for decommissioning costs upon the terms and conditions more fully set forth below;

WHEREAS, for purposes of this Agreement, “Generating Units” are defined to include, but not be limited to, solar panels, racks, inverters, piles, foundations, transformers and underground cable circuits.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I**  
**DECOMMISSIONING SECURITY ISSUANCE**

Section 1.1 Agreement to Decommission; Decommissioning Security Amount. Company shall decommission each Generating Unit and related improvements in accordance with the terms of this Agreement and the detailed Plan provided as Attachment A to this Agreement. The Company shall decommission each Generating Unit and related improvements upon the permanent discontinuation of use, which shall be deemed to occur upon the failure of such Generating Units to produce electricity for twelve (12) consecutive months, unless a plan outlining the steps and schedule for returning the Generating Units to service is submitted and approved by the County within the twelve (12) month discontinuation period. Decommissioning shall include: (i) removal from the property of each Generating Unit and related improvements installed or constructed by Company, (ii) fill in and compact all trenches or other borings or excavations made by Company on the property, (iii) leave the surface of the property free from Project debris, and (iv) use reasonably practical efforts to restore the Property to a land use equivalent to the land use existing immediately prior to construction, as more particularly described in Attachment B (Agricultural Soil Reclamation Plan) to this Agreement.

In the event of a force majeure event which results in the absence of electrical generation for twelve (12) consecutive months, by the end of the twelfth month of non-operation, Company must demonstrate to the County that the Project will be substantially operational and producing electricity within twenty-four (24) months of the force majeure event. If such a demonstration is not made to County's reasonable satisfaction, the decommissioning must be initiated within eighteen (18) months after the force majeure or other event. The approval of the County of such a plan may not be unreasonably withheld. County considers a force majeure event to be due to the following causes: acts of God, war, civil commotion, riots or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes, delays in transportation, inability to secure labor or materials in the open market, pandemics, war, terrorism, sabotage, civil strife or other violence, improper or unreasonable acts or failures to act by the County, the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted, the effect of any law, proclamation, action, demand or requirement of any government agency or utility, or litigation contesting all or any portion of the right, title and interest of County or Company under this Agreement. The obligation of the Company to maintain the Decommissioning Security under this Agreement shall not be affected by the occurrence of such a force majeure event.

Before any commercial operations begin, Company shall deliver to APC a performance or surety bond, letter of credit, or a guaranty of the parent entity of Company (assuming such entity is a public utility or an affiliate thereof) in a form and substance reasonably satisfactory to County (the "Decommissioning Security") securing performance of the decommissioning obligations, the amount of which (in U.S. dollars) shall be equal to the estimated amount of removal costs of the Generating Units, if any, including reasonable professional fees related thereto, increased to one hundred twenty-five percent (125%) of such amount, and accounting for offsets due to thirty-five percent (35%) of any salvage value (the "Net Salvage Value"), and shall be determined as follows: The Company shall retain a licensed professional engineer with knowledge of the operation and decommissioning of solar photovoltaic electric generation projects (a "Decommissioning Engineer") to provide an estimate of the Net Salvage Value based on a Decommissioning Plan, which Decommissioning Engineer shall be subject to reasonable approval of the APC. If the Parties cannot agree on the Decommissioning Engineer, then the APC and the Company shall each select a Decommissioning Engineer licensed in Indiana which shall each provide an estimate of the Net Salvage Value, and in such case, the amount of the Net Salvage Value shall be an amount equal to the average of the two estimates. For purposes of estimating the salvage value, in the event the Generating Units are encumbered by a lien or security interest for the benefit of a lender or creditor of the Company or other party (other than the County), the Generating Units shall be deemed to have salvage value only to the extent that the salvage value of the Generating Units exceed the amount of the lien or security interest. Each party shall pay its respective fees incurred to obtain the estimates of the Net Salvage Value. Company shall keep the Decommissioning Security, or a like replacement financial assurance, in effect during the then remaining term of this Agreement, as set forth in Section 1.3 below.

Section 1.2 Decommissioning Security Provider; Decommissioning Security Beneficiaries. At least thirty (30) days prior to such delivery of the Decommissioning Security

to the County, the Company shall submit to the County Commissioners the name of the provider of the Decommissioning Security and a form of a security document. The County shall be named as the beneficiary of the Decommissioning Security, provided, however, that the disbursement of and rights to the Decommissioning Security shall be governed by Article II below; and provided further, that the Landowners may also be beneficiaries of the Decommissioning Security. The Company represents that it has not granted and shall not grant to the Landowners or any other third-party rights to the Decommissioning Security senior to the rights of the County to the Decommissioning Security.

Section 1.3 Decommissioning Security Requirements. After the initial five (5)-year term and each consecutive five (5)-year period thereafter for the duration of the operation of the Project, the Company shall deliver to the County not later than ninety days (90) days prior to the expiration date of any posted Decommissioning Security (the “Renewal Deadline”), a certificate of continuation based on the current Decommissioning Plan provided to the APC Executive Director (“Certificate”) extending the expiration date of the then-existing Decommissioning Security for an additional five (5)-year period. A copy of the Certificate shall be provided to the APC Executive Director and approved by the APC, if required by the APC. The Certificate shall include an updated estimate of the Net Salvage Value prepared by the Decommissioning Engineer who provided the original estimate (as set out in Section 1.1) or if such engineer is unwilling or unable to provide a new estimate, a new Decommissioning Engineer selected based on the process outlined in Section 1.1. Company shall provide County written notice no later than thirty (30) days prior to the Renewal Deadline that the Renewal Deadline is approaching and that the Certificate is forthcoming pursuant to the terms of this Section 1.3. A new Decommissioning Security in the revised amount, if any, shall be provided sixty (60) days prior to the Renewal Deadline.

Section 1.4 Failure to Provide Decommissioning Security. If the Company fails to provide the Decommissioning Security initially in accordance with Sections 1.1 and 1.2 or the Certificate within sixty (60) days of the Renewal Deadline in accordance with Section 1.3 of this Agreement, the County shall provide written notice to Company and Company and its lender of record in the County shall be afforded thirty (30) days’ notice and an opportunity to cure, prior to the County’s declaring a default under this Agreement. If Company or lender fails to provide the Decommissioning Security or the Certificate in accordance with Sections 1.2 and 1.3 after such thirty (30) days (including notice to Company’s lender) and the County declares an event of default hereunder, the County shall have the right to (a) seek any necessary injunctive relief available under applicable law to effect the providing of the Decommissioning Security or any other requirement under this Agreement, (b) pay any premium reasonably necessary to continue the Decommissioning Security, in which case Company shall reimburse the County for the amount of such premium, (c) draw on the Decommissioning Security and deposit the drawn funds in a bank account and, at the County’s election, apply such funds to the decommissioning of the Generating Units, and (d) seek all other remedies available at law. Company shall pay to County the County’s reasonable attorney and professional fees and other costs with respect to the pursuit and implementation of its remedies for such an event of default.

ARTICLE II  
DISBURSEMENT OF SECURITY

Section 2.1 Rights of County. In the event the Company and its lenders fail to decommission the Project in accordance with the requirements of this Agreement, the County may, in its sole election and following written notice to Company and its lenders, undertake the decommissioning of the Project. The County's election to decommission all or any portion of the Project shall not create an obligation to the Landowners, the Company or any other third party to complete the decommissioning of the entire Project. In the event the County elects to undertake the decommissioning of the Project, it may make a claim(s) upon the Decommissioning Security to the Decommissioning Security provider for an amount up to the Net Salvage Value, subject to the limitations set forth herein. Any claim made by the County upon the Decommissioning Security shall be limited to such expenses incurred by the County for the removal of all structures and the restoration of the soil and vegetation with the Project, as set forth in this Agreement and the Ordinance, including reasonable professional fees (the "Decommissioning Obligations").

Section 2.2 County Cooperation. In the event the County elects not to undertake or complete the decommissioning of all or any portion of the Project, the County shall execute all documentation reasonably required or requested by the Decommissioning Security, the Company and/or its lenders necessary to waive the County's rights to all or any portion of the Decommissioning Security and to otherwise permit the Landowners to make claims against the Decommissioning Security or at the option of the Landowners, return the Decommissioning Security to Company. Additionally, the County and Landowners may enter into a "Letter of Understanding" (in recordable form) by which certain Project facilities such as access roads and out buildings, as deemed necessary or useful by Landowners, may be allowed to remain.

Section 2.3 Landowner Leases. The Company represents and agrees that all Leases for Generating Units shall contain terms that provide that the Generating Units are properly decommissioned upon expiration or earlier termination of the Project (except as otherwise allowed under Section 1.1 hereof or specifically provided in a Landowner Lease); provided, however, delivery of such terms of the Leases shall not relieve the Company of any of its obligations under this Agreement.

Section 2.4 Release of Decommissioning Security. The Decommissioning Security provider shall release the Decommissioning Security when the Company has demonstrated to the reasonable satisfaction of the County that the Decommissioning Obligations have been satisfied, such acceptance by the County not to be withheld unreasonably.

ARTICLE III  
SALVAGE VALUE

Section 3.1 County Right to Salvage Value of Generating Units. In the event the Company, its lenders or the Landowners fail to decommission the Project in accordance with the terms of this Agreement and the Ordinance and, in addition to any rights to make a claim upon the Decommissioning Security, the Generating Units within the Project shall be deemed

abandoned and the County shall be entitled to apply the salvage value of the Generating Units located within the Project to any costs of decommissioning the Project in excess of the funds available under the Decommissioning Security.

ARTICLE IV  
DISPOSAL OF PROJECT FACILITIES

Section 4.1 Disposal. Company shall provide to the APC Executive Director following complete decommissioning a certificate of disposal issued by the entity providing disposal service and/or the receiving facility. All disposal shall comply with local, state and federal laws, rules and regulations at the time of decommissioning.

ARTICLE V  
OTHER RIGHTS OF COUNTY

Section 5.1 Other Relief. In addition to any other rights and remedies granted herein, the County shall have the right to seek any injunctive relief available under applicable law to effect or complete the decommissioning of the Project. In addition, the County shall have the right to seek reimbursement from Company, its successors or assigns, for any reasonable costs of decommissioning the Project incurred by the County in excess of the funds available under the Decommissioning Security and the salvage value of the Generating Units.

ARTICLE VI  
REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations, Warranties and Covenants of County. The County represents and warrants to the Company as follows:

- a. The County has full power and authority, on behalf of the County, to deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.
- b. This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- c. The execution, delivery, and performance of this Agreement by the County will not, to the best of County's knowledge, violate any applicable law of the State of Indiana.

Section 6.2. Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

- a. The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

- b. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

ARTICLE VII  
TERM

Section 7.1 Term. The term of this Agreement shall commence on the date of this Agreement, and this Agreement and County's rights hereunder shall terminate upon the completion of the decommissioning of the Project in accordance with the terms of this Agreement. Upon termination of this Agreement, the County shall execute all documentation necessary or reasonably required in order to release and waive all claims of the County to the Decommissioning Security and the salvage value of the Generating Units upon the request of the Company.

ARTICLE VIII  
MISCELLANEOUS

Section 8.1 No Waiver; Remedies Cumulative. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any party hereto of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 8.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by telecopier with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

If to Company:

Posey Solar, LLC  
c/o Capital Dynamics, Inc.  
10 East 53<sup>rd</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10022  
Attn: Richmon Kam  
Email: [rkam@capdyn.com](mailto:rkam@capdyn.com)

With a copy to:

Dentons Bingham Greenebaum LLP  
10 West Market Street, Suite 2700  
Indianapolis, Indiana 46204  
Attn: Mary E. Solada, Esq.

If to the County:

Posey County Commissioners  
c/o Posey County Auditor  
126 E. 3<sup>rd</sup> Street, #220  
Mount Vernon, IN 47620

All notices to the County shall include a copy  
to Posey County Attorney(s):

Joseph H. Harrison, Jr., Esq.  
Massey Law Offices, LLC  
915 Main Street, #502  
Evansville, IN 47708

Section 8.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by each of the parties hereto.

Section 8.4 Successors and Assigns. (a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 7.1 herein; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as provided in subsections (c), (d) (e) and (f) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Company pursuant to this Agreement. For the avoidance of doubt, no direct or indirect change of control of the ownership interests of Company, or any other sale of direct or indirect ownership interests in the Company (including any tax equity investment or passive investment) or the foreclosure by any Financing Party on

any Collateral Assignment shall constitute an assignment requiring the consent of the County under this Agreement.

(c) Company may, without the consent of the County, but upon written notice to the County, assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement to any affiliate, parent or subsidiary entity or, with the consent of the County (not to be unreasonably withheld), a company or other entity that acquires substantially all of the assets of the Company. So long as an assignee assumes in writing all assigned obligations under this Agreement, Company may (with the consent of the County, not to be unreasonably withheld) be released from liability for the assigned obligations hereunder effective as of the applicable assignment date. Notwithstanding the above, with prior written notice to the County but without the need for consent of the County, Company may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to a (i) public utility or (ii) any other company or other entity, provided in either instance that such assignee or an affiliated company shall have comparable experience to the Company in constructing and operating a solar photovoltaic electric generation project in the United States and a net worth of a minimum of \$10,000,000 as confirmed by audited financial statements as of the most recent fiscal year or comparable financial statement.

(d) Company will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Company or any of its direct or indirect affiliates, or (ii) a sale or transfer of an equity interest of any direct or indirect affiliate of Company.

(e) Any transfer or assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. Any assignment of this Agreement by Company to an assignee shall be subject to Company assigning its rights and obligations under the Road Use Agreement, between the County and Company and dated of even date herewith (the "Road Use Agreement") and the Agreement for Economic Development Agreement, between the County and Company and dated of even date herewith (the "Economic Development Agreement") to the same assignee. Any notice of assignment required to be delivered by Company pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section, and shall be delivered to the County not less than forty-five (45) days after the effective date of the assignment.

(f) Company may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the Company or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Company shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Company's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names

of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Company shall promptly give the County notice of any subsequent change in the information provided in the initial notice or any revised notice. The Company shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County.

Section 8.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to matters covered by this Agreement and supersedes any and all prior agreements and understandings, written or oral, relating to decommissioning of the Project.

Section 8.6. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 8.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 8.8 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of laws provisions. Venue for any action related to this Agreement shall be in a court of appropriate jurisdiction located in Posey County, Indiana.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first written above.

**“Company”**

**Posey Solar, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Authorized Signatory

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Posey Solar, LLC, an Indiana Limited Liability Company, who, in such capacity, acknowledged the execution of the foregoing Posey County Decommissioning Plan Agreement on behalf of said limited liability company.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)                      Notary Public

My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

**“Company”**

**Posey Solar, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authorized Signatory

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Posey Solar LLC, an Indiana Limited Liability Company, who, in such capacity, acknowledged the execution of the foregoing Posey County Decommissioning Plan Agreement on behalf of said limited liability company.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)                   Notary Public

My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

This instrument was prepared by Mary E. Solada, Dentons Bingham Greenebaum, 2700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. *Mary E. Solada, Esq.*

## ATTACHMENT A

### FORM OF POSEY COUNTY SOLAR FACILITY - DECOMMISSIONING PLAN

Posey Solar, LLC (the “Project”) shall adhere to the following decommissioning plan.

The procedures outlined herein are formulated to ensure public health and safety, environmental protection, and compliance with applicable laws and regulations. The procedures described identify the proposed activities to restore the site upon operation completion.

- 1) The Decommissioning Plan for the project consists of the following major elements:

Decommissioning includes removing the solar array equipment to a depth of five (5) feet. Access roads and drainage structures will be removed unless requested to remain in place by the landowner. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements and disposal of hazardous material. Access roads and other compacted areas would be decompact and topsoil replaced. Final restoration may include re-vegetation as pasture, returning the site to agricultural use, or returning the site as close as possible to its pre-construction condition. The decommissioning activities shall be completed within twelve (12) months following the cessation of energy generation by the Project, weather permitting.

- 2) The plan includes provisions for removal of all the following equipment:

- Solar modules
- Solar trackers
- Tracker foundation piles
- Inverters
- Transformers
- Overhead and underground cables
- Equipment pads and foundations,
- Equipment cabinets,
- Access roads
- Security fence
- Drainage structures
- Collector substation
- Overhead gen-tie line

- 3) The plan includes proper disposal of all hazardous material.

- 4) The plan includes a contractor cost estimate from a licensed engineer with experience in these matters for demolition and removal of similar facilities.

- 5) The plan includes provisions for restoration of the following:

The owner/operator will restore and reclaim the site based upon the pre-construction use. We assume that most of the site will be utilized for agriculture after decommissioning and appropriate measures will be implemented to facilitate agricultural use. Since the solar array will have perennial vegetation in place at the time of decommissioning, seeding and decompaction activities will be focused on areas where access roads and equipment pads are removed. Best management practices (BMP's) to minimize erosion and contain sediment to the extent practicable that will be employed on the Project include:

1. Minimizing new disturbance and removal of vegetation to the greatest extent practicable.
2. Removing solar equipment and access roads up to five (5) feet below surrounding grade, backfill with subgrade material and cover with suitable topsoil.
3. Stockpiling any topsoil that is removed from the surface for decommissioning to be reused when restoring plant communities once decommissioning activity is complete.
4. Stabilizing soils and re-vegetate with perennial prairie plants appropriate for the soil conditions and adjacent habitat using local seed sources where feasible, consistent with landowner objectives. Reseeding with perennial prairie plants will not be performed for areas that will be returned to agricultural use or other more intensive beneficial uses.

## **ATTACHMENT B**

### **FORM OF POSEY COUNTY SOLAR FACILITY – AGRICULTURAL SOIL RECLAMATION PLAN**

The construction, design, and operation of the Project will not significantly reduce the quality or amount of agricultural soils on the Project site. Fallow ground allowed to rejuvenate and rebuild nutrient base may improve soil quality over the 30+ year Project life. Drainage will be maintained in its current state or may be improved through additional stormwater and drainage requirements according to local and State law and the submitted Agricultural Drainage Plan.

#### **Construction Phase:**

Erosion and sediment control practices will be implemented in accordance with the state general permit for construction activities to minimize soil loss from the site. Topsoil stripped for access road construction will be spread on-site. Topsoil stripped for temporary features such as laydown will be stockpiled and replaced at the end of construction.

#### **Operational/Maintenance Phase:**

Limited areas of the site will have aggregate or other hard surfaces, including access roads, equipment pad working areas, and substation and O&M facility areas. Prudent vegetation management practices will be considered to minimize soil erosion. Regular maintenance of this vegetation will be performed as per required standards.

#### **Decommissioning Phase:**

During decommissioning phase, aggregate surfaces referenced above will be removed (unless requested by the landowner to remain), graded, and topsoil will be spread back into those areas. Traffic areas such as access roads will be decompacted prior to seeding or return to agricultural use.

#### **Agricultural Soil Restoration Phase:**

See item 3 in Attachment A.