

Town of Lyndon
CONDITIONAL USE PERMIT

(SV CSG Waldo, LLC Solar Project on Clearview Road)

This Conditional Use Permit (the “Permit”) is granted by the **Town of Lyndon**, a body corporate and politic located in Sheboygan County, Wisconsin, with its offices located at W6081 County Road N, Plymouth, WI 53073 (the “Town”) to **SunVest Solar, LLC** and to **SV CSG Waldo, LLC**, both Delaware limited liability companies registered to operate in Wisconsin, with their principal offices at N27 W24025 Paul Court, Suite 100, Pewaukee, Wisconsin 53072 (collectively “SunVest”).

BACKGROUND

1. Property. Deborah Zimmerman and Susan Plate (collectively the “Owner”) own approximately 65.5 acres of land in the Town south of Clearview Road as shown on the *ATLA/NSPS Land Title Survey* attached hereto as Exhibit A (PINs: 59010-126710 and 59010-126740; the “Subject Property”).

2. Project. SunVest desires to lease and use approximately 24 acres of the Subject Property to develop, construct and operate a 5 Megawatt ground-mounted solar generation facility (the “Solar Project”), which is determined pursuant to the Town of Lyndon Zoning Code to be a mid-scale solar energy system (SES).

3. Zoning. The Subject Property is zoned A-1 Exclusive Agricultural District which does not allow for the Solar Project without a conditional use permit issued by the Town. On or about June 26, 2024, SunVest submitted a Conditional Use Permit Application attached hereto as Exhibit B (the “Application”) to develop the Solar Project on the Subject Property.

4. Authority. This Permit is issued by the Town Board pursuant to the authority granted in the Town of Lyndon Municipal Code Sections 9.24, 9.27.C.2 and 10.03.C.14.

5. Public Hearing. The Town Plan Commission met on July 3 and August 7, 2024, to consider the Application, after which it submitted its recommendation to the Town Board to approve the conditional use permit. The Town Board held a public hearing and further considered the Application at an open meeting on September 11, 2024.

6. Findings. The Town Board finds that the Subject Property’s zoning, location, size, topography, proximity to residential areas and distance from the Village of Waldo (approximately three-fourths of a mile) make it conditionally suited for the proposed activities described in the Application, and that the conditions set forth below are reasonably necessary to protect the health, safety, and welfare of the Town and its residents, and to fulfill the purpose and intent of Town Code Sections 9.04, 9.24 and 9.27.

7. **Permitted Activities.** Subject to compliance with the terms and conditions set forth herein and Town Code Section 9.27.D.1 (unless modified by a specific provision of this Permit), SunVest, or its permitted successors and assigns, may develop, use and reclaim the Subject Property for the Solar Project as set forth in the Application.

TERMS AND CONDITIONS

8. **Term; Review.** This Permit shall be in effect through December 31, 2065, unless earlier terminated as provided herein. This Permit may be extended upon written application by SunVest, and following a public hearing and action by the Town Board. Every 2 years the Town Board shall review this Permit to determine whether SunVest is in compliance with its terms and conditions.

9. **Surety.** Prior to the commencement of land disturbing activities at the Subject Property, SunVest shall post and maintain a bond in favor of and acceptable to the Town in the amount of \$572,800.00 (indexed for inflation), to cover possible future costs for the Town to carry out restoration/reclamation of the Subject Property in the event of default by SunVest. Upon transfer of the Solar Project to, and full acceptance all responsibilities by, a public utility regulated by the Public Service Commission of Wisconsin, the Town will release the bond.

10. **Other.** SunVest may develop, operate and use the Subject Property for the Solar Project, and restore it agricultural use, pursuant to the Application and the following:

10.1 Hours/Dates.

A. **Construction; Decommissioning.** Construction and decommissioning of the Solar Project may take place from 6:00AM to 7:00PM Monday through Saturday, and from 10:00AM to 7:00PM on Sunday, but may not take place on state legal holidays.

B. **Operation.** Once fully constructed, operation of the Solar Project's for electrical generation will occur continuously during daylight hours. SunVest will use its best efforts to conduct repair, replacement and maintenance activities pursuant to the preceding Paragraph A.

10.2 Roads.

A. **Designated Access Route.** SunVest shall ensure that vehicles over 8,000 pounds from SunVest, its agents, contractors, vendors and suppliers access the Subject Property from State Highway 57 by going west on Clearview Road to the access drive of the Subject Property ("the Access Road").

B. **Initial Documentation.** Prior to the issuance of any building permits for the Solar Project, and again prior to decommissioning, a Pavement

Surface Evaluation and Rating (PASER) survey of Clearview Road from State Highway 57 west to Blueberry Lane shall be conducted by an independent, qualified entity, at SunVest's expense.

C. **Inspection; Compensation.** Upon completion of both the construction and decommissioning phases of the Solar Project, a follow up PASER survey of Clearview Road from State Highway 57 west to Blueberry Lane shall be conducted by an independent, qualified entity, at SunVest's expense. The Town and any other affected municipalities shall be compensated for any damages resulting from activities related to the Solar Project, as determined by the Sheboygan County Transportation Department. SunVest shall make payment within 30 days of receiving notification of the amount due; amounts not timely paid shall accrue interest at 1.5% per month.

10.3 Dust, Sound and Glare. SunVest shall construct, operate, maintain and decommission the Solar Project so as to minimize dust, sound and glare emanating from the Subject Property.

10.4 Noxious Weeds. SunVest shall keep the Subject Property free of noxious weeds, pursuant to s. 66.0407, Wis. Stats.

11. Miscellaneous

11.1 Transfer. The rights granted by this Permit are assignable or transferable, but only with the prior written consent of the Town, which shall not be unreasonably withheld or delayed. All obligations under this Permit shall belong to the transferee.

11.2 Modification. No provision of this Permit may be modified except in writing after approval by the Town Board.

11.3 Limitations. The Town Board has issued this Permit pursuant to its powers under the Town's zoning code. This Permit does not authorize any improvements, nor any other permit, license or authorization required by the Town or by any county, state or federal agency. The Town makes no representations regarding SunVest's ability or right to obtain whatever additional authorizations or permits may be necessary for the improvements desired.

11.4 Severability. Should any provision of this Permit be prohibited or invalid under applicable law as determined by a Court of competent jurisdiction, such provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the Permit.

11.5 Waiver. No waiver or inaction by the Town or its officials, employees, or agents shall be deemed to be made unless the same shall be in writing and be signed by a duly authorized Town official.

11.6 Defense of Land Use Decision. SunVest shall reimburse the Town its reasonable attorneys' fees and costs incurred in defending any legal or administrative actions brought by third parties challenging the legality or enforceability of this Permit or any portion thereof.

11.7 Governing Law; Venue. All legal actions concerning this Permit shall be governed by the laws of the State of Wisconsin and venued in the Circuit Court for Sheboygan County.

11.8 Professional Fees. Pursuant to Town Code Section 9.28, SunVest shall pay the Town its legal and other professional fees and costs incurred in reviewing, approving, modifying and enforcing this Permit. Payment shall be made within 30 days from receipt of the Town's notice or invoice; amounts not timely paid shall accrue interest at 1.5% per month.

11.9 Notice. Any notice, demand, statement, or request required or permitted to be given under this Permit shall be in writing and be deemed to have been properly given or served when personally delivered to the other party, via overnight courier, or within five (5) days after deposit in the U. S. Mail (postage prepaid) and addressed to the Town or to SunVest as set forth in the initial paragraph.

12. Authority. The persons signing below represent that they have the legal authority to do so from the respective entity for which such signature is made.

Authorized on: _____, 2024
Town of Lyndon

By: _____
David M. Roll, Town Chair

CERTIFICATION

This is to certify that this Conditional Use Permit was authorized by the Town Board of the Town of Lyndon on the date indicated above.

Dated: _____, 2024
Rhonda Klatt, Town Clerk/Treasurer

ACKNOWLEDGMENTS

The applicant acknowledges, approves, and consents to the terms and conditions of this Permit issued by the Town of Lyndon.

SunVest Solar, LLC

Signed on: _____, 2024

Signed: _____

Print Name: _____

Title: _____

The landowners acknowledge, approve, and consent to the terms and conditions of this Permit issued by the Town of Lyndon to SunVest Solar, LLC.

Deborah Zimmerman

Signed on: _____, 2024

Susan Plate

Signed on: _____, 2024

EXHIBIT LIST (incorporated herein by reference):

- A. *ALTA/NSPS Land Title Survey* by Keith A. Kindred (PLS S-2082), SEH Project: SUNVE 178385 dated [DRAFT SUBMITTED WITH APPLICATION; NEED DATE OF FINAL VERSION].
- B. *Conditional Use Permit Application* submitted by SunVest Solar, LLC and SV CSG Waldo, LLC dated June 26, 2024, as amended in a final submittal dated [DATE OF AMENDED APPLICATION].